

REQUEST FOR PROPOSAL NO. 2013-02



Alabama Department of Corrections Mental Health Services

**Alabama Department of Corrections
Office of Health Services
301 South Ripley Street
Montgomery, AL 36104**

June 28, 2013

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REQUEST FOR PROPOSAL

Alabama Department of Corrections Mental Health Services

INFORMATION FOR SUBMITTING PROPOSALS

Requesting Agency

The Alabama Department of Corrections is requesting proposals from responsible Vendors to fill the State's needs as outlined herein. Please read the entire solicitation package and submit your proposal in accordance with all requirements.

Project Title

ADOC Mental Health Services - Request for Proposal (RFP)

Summary Description of Supplies and Services

Inmate Mental Health Services for the Alabama Department of Corrections.

Pre-Bid Conference

Date and Time: July 9, 2013, 10:00 a.m.
Place: Criminal Justice Building – Alabama Department of Corrections
301 South Ripley Street, Montgomery, AL 36104

Vendors will be received at 9:45 a.m. on the first floor main lobby by ADOC Office of Health Services staff. Vendor representatives will be escorted to the ADOC Media Room at 10:00 a.m. Parking will be available in the open back lot of the Criminal Justice Building. Access parking codes will be provided. Vendor representatives are encouraged to allow extra time for parking and walking to the front entrance of the Criminal Justice Building.

Send Proposals To

Alabama Department of Corrections
Commissioner's Office
Attn: Ruth Naglich
Associate Commissioner of Health Services
301 South Ripley Street
Montgomery, Alabama 36104

Submission of Proposal

Deadline for receipt of Vendor's proposal is August 7, 2013, at 1:00 p.m.

SECTION I

INTRODUCTION

The Department of Corrections (ADOC), an agency of the State of Alabama, solicits proposals for a Vendor to manage and deliver a system that will provide constitutionally adequate mental health care to identified inmates in the State penal institutions of Alabama. Mental Health Services encompasses all levels of care to include a full range of psychiatric and psychological treatments, procedures, and programs.

Each sealed, notarized proposal must be accompanied by a Guarantee or Bid Bond payable to the State of Alabama consisting of a cashier's check, other type bank certified check (personal or company checks are not acceptable), money order, or surety bond issued by a company authorized to do business in the State of Alabama in the amount of one-hundred fifty thousand dollars (\$150,000.00) as a guarantee of good faith and firm proposal for one-hundred and twenty (120) days. The Commissioner of the Department of Corrections, or his designee, will be the custodian. Proposals not accompanied by this guarantee will not be considered. Proposals must be delivered by 1:00 p.m. on August 7, 2013, to the Alabama Department of Corrections, Commissioner's Office, 301 South Ripley Street, Montgomery, AL 36104. Parcels or packages containing proposals must be clearly marked as containing "RFP for Mental Health Services NO. 2013-02."

Vendor may mail or hand deliver proposals, including amendments, but the ADOC must actually receive them as specified. It will not be sufficient to show Vendor mailed or commenced hand delivery of the response before the scheduled closing time for receipt of proposals. All times are State of Alabama local times (Central Standard Time). Computer, fax, or other electronic submissions are not allowed and will not be accepted. Proposals arriving after the deadline date will not be considered.

1.1 Definitions

Definitions for this RFP are as follows:

- a) "ADOC" or "Department" – the Alabama Department of Corrections.
- b) Authorized Representative – any person or entity duly authorized and designated in writing to act for and on behalf of the party of this agreement or contract, which designation has been furnished to all the parties herein.
- c) Contract – refers to the awarded contract, which has been executed by the ADOC and Vendor.
- d) Contract Monitor – the employee or representative of the ADOC designated to monitor operation of the services for contract compliance and to coordinate action and communication between the Vendor and ADOC.
- e) Contractor – the successful Vendor selected through the proposal process for contract award, who has executed the contract.
- f) Court Orders – any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future stipulations, agreements, or plans entered into in connection with litigation which are applicable to the operation, management, or maintenance of the facility or related to the care and custody of inmates at the facility.
- g) Fiscal Year – each one-year period - beginning October 1 and ending September 30 - that is used for budgeting and appropriation purposes by the State.

- h) Force Majeure – the failure to perform any of the terms and conditions of this Contract resulting from acts of God.
- i) Inmate – a person who has been sentenced to the custody of the ADOC. This also includes persons from other jurisdictions who are housed in ADOC facilities pursuant to the Interstate Corrections Compact.
- j) Mental Health Caseload – any inmate coded MH-1 through MH-6
- k) RFP – this Request for Proposal, together with all amendments and addenda thereto.
- l) "Services" or "Work" – mean all of the goods, products, services, and deliverables as described and required in the RFP, plus those goods, products, services, and deliverables as may additionally be described and provided for in Vendor's Proposal.
- m) Standards – all applicable federal and state laws, constitutional requirements, court orders, and ADOC policies and procedures. If there is a conflict between any of these and this RFP or the Contract, the more stringent shall apply, as determined by the ADOC.
- n) State – the State of Alabama or the Department of Corrections. These terms may be used interchangeably.
- o) Vendor – any corporation or legal entity qualified under Alabama law to respond to this RFP.

1.2 Tour of Facilities

The Alabama Department of Corrections has established a tour schedule for Vendors interested in submitting proposals for mental health services in response to the RFP. Site visits have been scheduled for July 9-10, 2013. Site visits are mandatory. A complete tour and travel schedule has been included in Appendix D. Any Vendor that does not have a representative on the tours will not be eligible to submit a proposal. No individual or special tours will be given. Vendors are responsible for their own meals, transportation, and lodging. Vendors will only be allowed to tour the designated mental health areas of a facility, such as the health care unit, infirmary, mental health ward, and/or intake unit. Vendors will be limited to two representatives during a facility tour. Any questions should be directed to Dr. Ron Cavanaugh, Director of Treatment, Alabama Department of Corrections, 301 South Ripley Street, Montgomery, Alabama 36104 or ron.cavanaugh@doc.alabama.gov with a carbon copy (cc) to Ruth Naglich, Associate Commissioner Office of Health Services at ruth.naglich@doc.alabama.gov.

Vendors will be allowed to visibly inspect the work area to become familiar with the scope of work and services requested. Vendor's representative must sign each facility tour sign-in sheet as conclusive evidence that such an inspection has been made.

1.3 Proposal Presentation

Each qualified Vendor deemed compliant with the RFP response process will be provided a 60-minute session to discuss their proposal and answer questions. Formal power point style presentations by the Vendor will not be allowed as part of this presentation. Vendors will not exceed six individual representatives at their presentation. Proposal presentations have been scheduled for August 13, 2013, in the ADOC Media Room at 301 South Ripley Street, Montgomery, AL 36104. The presentation and written proposal will identify the total cost of Vendor's program proposed in response to the specifications of this RFP. Financial negotiations will not be part of this session. Vendor, however, may be asked to clarify pricing as outlined in its response.

1.4 Opening Date

Vendors' proposals will be opened on August 7, 2013, at 2:00 p.m. in the ADOC Media Room at 301 South Ripley Street, Montgomery, AL 36104. The names of Vendors who submitted a response to the RFP will be made public at that time. No other information related to the responses submitted will be available.

1.5 Cost Proposal

Prices must be quoted on the enclosed price sheet (Appendix B). Prices will be firm for the time period indicated or as otherwise agreed by the ADOC and Vendor(s). Pricing sheets must be submitted with cost proposal, in a sealed envelope, separate from Vendor's primary proposal.

1.6 Contract Term

The contract is for a period of three years with options for both parties to extend the contract for a fourth and fifth year. Both parties must affirmatively exercise the option for the fourth year no later than six months prior to the expiration of the third year of the basic contract. The option to extend the fifth year must be affirmatively exercised by both parties no later than six months prior to the expiration of the fourth year of the contract.

All extensions will be dependent upon the provision of necessary appropriations by the Alabama Legislature on an annual basis. Vendor will assume responsibility for providing Mental Health Care Services beginning at 12:01 a.m., October 1, 2013, or at such other day as the parties may mutually agree. Successful Vendor will have system fully implemented and operational within ninety (90) days of assuming the contract. Failure on the part of Vendor to fully implement the delivery of mental health services within ninety (90) days will result in performance penalties as outlined in Section VIII of the RFP.

1.7 Entire Agreement

Upon acceptance of Vendor's proposal by the ADOC, the parties will execute a formal contract, in writing, and duly signed by the proper parties thereto, subject to review by the Legislative Contract Review Committee and approval of the Governor of the State of Alabama.

1.8 Request to Modify or Withdraw Offer

Vendor may make a written request to modify or withdraw the offer at any time prior to opening. No oral modifications will be allowed. Such requests must be addressed and labeled in the same manner as the original proposal and plainly marked Modification to (or Withdrawal of) Proposal. Only written requests received by the ADOC prior to the scheduled opening time will be accepted.

1.9 Suspected Errors/Clarification

If a Vendor suspects an error, omission, or discrepancy in this solicitation, Vendor must immediately notify in writing the Associate Commissioner of Health Services at the above stated address. The ADOC will issue written instructions if appropriate.

If a Vendor considers any part of the RFP unclear, that Vendor is expected to make a written request for clarification, prior to the submission of the proposal. The ADOC will respond in writing to all such requests. In the ADOC response, the ADOC will state the request for clarification followed by a statement of clarification. A copy of the response will be posted on the ADOC website by close of business on July 17, 2013. Deadline for receiving questions is 5:00 p.m. on July 15, 2013.

If changes in the RFP become necessary, an addendum to the RFP will be posted on the ADOC's website.

1.10 Proposal Firm Time

The proposal will remain firm and unaltered after opening for one-hundred and twenty (120) days after the Proposal due date.

1.11 Security

Vendor must provide official documentation from a bonding or surety company that it has the ability to provide a Performance Guarantee or Bond in the amount of one million dollars (\$1,000,000) within ten (10) days of the signing of an awarded contract. Security will be in the form of a formal bond or other form acceptable to the ADOC. Letters of guarantee from a parent company or subsidiary will not be an acceptable form of a performance guarantee. The performance bond will remain in force from October 1, 2013, through the end of the initial contract and any subsequent contract renewal terms. A breach of the contract by Vendor will cause the performance guarantee to become payable to the State of Alabama. The Alabama Department of Corrections will be the custodian of the performance bond/guarantee. The performance guarantee is predicated upon the condition of verified services rendered by Vendor regarding the fulfillment of all contractual obligations. A good faith effort has been made by the Alabama Department of Corrections to list all functions and/or services required for the fulfillment of the contract in the provision of inmate mental health services. This in no way relieves Vendor from the obligation to furnish all personnel, services, and equipment required in meeting the needs of the ADOC for proper and professional implementation of the contract.

1.12 Evaluation and Selection

The ADOC will evaluate all proposals using the criteria outlined in Section III. Upon the ADOC selecting a Vendor's proposal for contract negotiations, the ADOC will send Vendor a written notice. Notice letters sent or posted during proposal firm time, or during any extension thereof, will extend the proposal firm time until such time as the ADOC signs a contract or determines negotiations with Vendor have failed. Receipt or posting of a notice of award is not equivalent to a contract with the ADOC.

1.13 Responsibility to Read and Understand

By responding to this solicitation, Vendor will be held to have read and thoroughly examined the RFP. Failure to read and thoroughly examine the RFP will not excuse any failure to comply with the requirements of the RFP or any resulting contract, nor will such failure be the basis for any claim for additional compensation.

1.14 Contract Negotiations

The selected Vendor may be required to enter into further contract negotiations if the ADOC believes such is necessary or desirable. If agreement cannot be reached to the satisfaction of the ADOC, the Department may reject Vendor's proposal or revoke the selection and begin negotiations with another Vendor. Any proposed changes as well as the final contract must be approved and signed by the appropriately authorized State and ADOC official(s).

1.15 Commencement of Work

If Vendor begins any billable work prior to final approval by the ADOC and execution of a contract, Vendor does so at own risk.

1.16 Vendor Contact

The ADOC will consider the person who signs Vendor's proposal the contact person for all matters pertaining to the proposal unless Vendor designates another person in writing.

1.17 Reservations

The ADOC reserves the right to reject all proposals; to reject individual proposals for failure to meet any requirement; to award by item, part or portion of an item, group of items, or total; and to waive minor defects. The ADOC may seek clarification of the proposal from Vendor at any time and failure to respond is cause for rejection. Clarification is not an opportunity to change the proposal. Submission of a proposal confers on Vendor no right to a selection or to a subsequent contract. This process is for the benefit of the ADOC only and provides the ADOC with competitive information in the selection process. All decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of the ADOC.

1.18 Cost of Preparation

The ADOC is not responsible for and will not pay any costs associated with the preparation and submission of Vendor's proposal, regardless of whether or not selected for negotiations.

1.19 Vendor Services

The services of Vendor will encompass all duties required in the management of a system to deliver mental health care to inmates assigned to the Alabama Department of Corrections. Vendor will develop and implement an overall mental health care system for inmates assigned, but not limited to, the following facilities:

ADOC Correctional Facilities:

Bibb CF
565 Bibb Lane
Brent, AL 35034-4040

Bullock CF
104 Bullock Drive, Hwy 82 E
Union Springs, AL 36089-5107

Donaldson CF
100 Warrior Lane
Bessemer, AL 35023-7299

Draper CF
2828 AL Highway 143
Elmore, AL 36025

Easterling CF
200 Wallace Drive
Clio, AL 36017-2615

Elmore CF
3520 Marion Spillway
Elmore, AL 36025

Farquhar Cattle Ranch
1132 County Road 73
Greensboro, AL 36744

Fountain CF
9677 AL Highway 21 N
Atmore, AL 36503-3800

Hamilton Aged & Infirm
223 Sasser Drive
Hamilton, AL 35570-1568

Holman CF
Holman 3700
Atmore, AL 36503-3700

J. O. Davis CF
9681 AL Highway 21 N
Atmore, AL 36503-4000

Kilby CF
12201 Wares Ferry Road
Montgomery, AL 36117

Limestone CF
28779 Nick Davis Road
Harvest, AL 35749-7009

Montgomery Women's Facility
12085 Wares Ferry Road
Montgomery, AL 36117

St. Clair CF
1000 St. Clair Road
Springville, AL 35146-9790

Staton CF
2690 Marion Spillway Road
Elmore, AL 36025

Tutwiler Prison for Women
8966 US Hwy 231 N
Wetumpka, AL 36092

Tutwiler Annex
8950 US Hwy 231 N
Wetumpka, AL 36092

Ventress CF
379 AL Highway 239 N
Clayton, AL 36016-0767

ADOC Work Release/Community Based Facilities:

Alexander City WR
P.O. Drawer 160
Alexander City, Alabama 35011

Atmore Work Center
9947 Hwy 21 N
Atmore, AL 36503

Birmingham WR
1216 North 25th Street
Birmingham, Alabama 35234-3196

Camden WR
1780 AL Hwy 221
Camden, AL 36726

Childersburg WR
P.O. Box 368
Childersburg, AL 35044

Decatur WR
1401 Hwy 20 W
Decatur, AL 35601

Elba WR
P.O. Box 710
Elba, AL 36323

Frank Lee WR
5305 Ingram Rd
Deatsville, AL 36022

Hamilton WR
1826 Bexar Ave East
Hamilton, AL 35570

Loxley WR
P.O. Box 1030, 14880 Co Rd
Loxley, AL 36551-1030

Mobile WR
2423 North Beltline Hwy
Eight Mile, AL 36610-0040

Red Eagle Work Center
1290 Red Eagle Road
Montgomery, AL 36110

The following major facilities provide mental health coverage to respective work release centers:

<u>Major Facility</u>	<u>Work Release Center</u>
1. Donaldson CF	Birmingham WR
2. Fountain CF	Atmore Work Center Camden WR J. O. Davis Loxley WR Mobile WR
3. Hamilton A&I	Hamilton WR
4. Kilby CF	Alex City WR Elba WR Red Eagle Work Center
5. Limestone CF	Decatur WR
6. St. Clair CF	Childersburg WR
7. Tutwiler PFW	Tutwiler Annex Montgomery Women's Facility

Other Facilities Housing ADOC Inmates:

Alabama Therapeutic Education Facility
102 Industrial Parkway
Columbiana, AL 35051

Intersystem Institutional Transfers

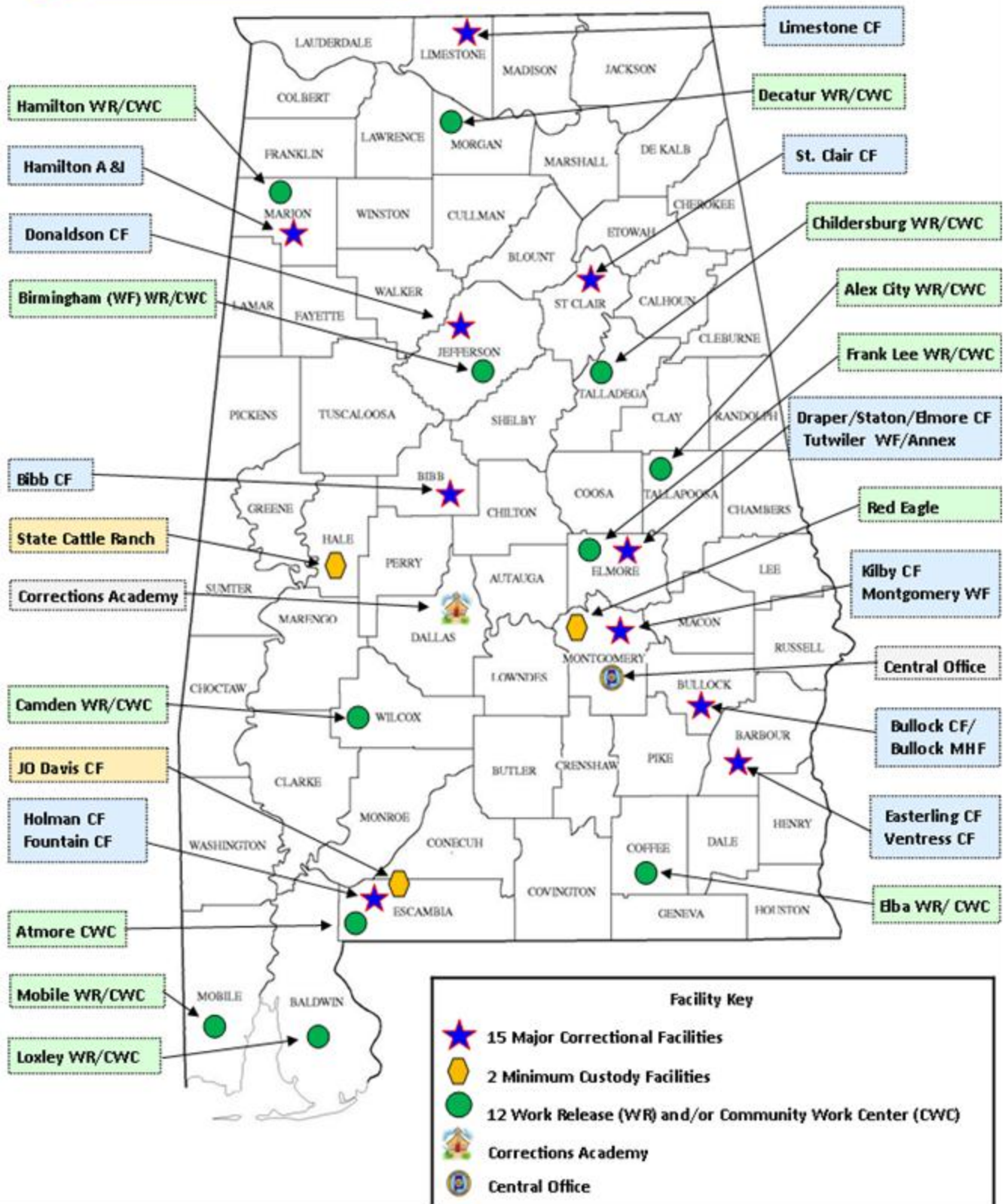
Prior to transfer, Vendor will be required to provide a mental health screening on all inmates scheduled for assignment to one of the above listed "other facilities." Inmates returned to any major facility with assigned mental health staff, Monday through Friday, will have a mental health transfer screening completed within twelve (12) hours, not to exceed sixty-four (64) hours from any Friday to Monday, upon notification by Security that the inmate has returned.

DOC Facility Map

A map outlining the geographical location of the ADOC correctional facilities is provided on the next page.



The State Prison System *(illustrated by county)*



End of Section I

SECTION II

GENERAL TERMS AND CONDITIONS

2.1 Proposal Conditions

- a) By signing the proposal, Vendor agrees to be bound by all terms and conditions of the Request for Proposal. Any exceptions to the specified terms and conditions must be clearly set forth within Vendor's proposal. A Vendor may be deemed non-responsive by the ADOC if its proposal does not directly address the terms and specifications of the RFP.
- b) Any agreement resulting from this RFP will constitute the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and agreements that may have been made in connection with the subject matter hereof. No modification or amendment to this agreement will be binding upon the parties unless the same is in writing and signed by the respective parties thereto.
- c) Any resulting contract will be a firm fixed-price contract, and the contract price established at award will constitute the total amount payable to Vendor to perform the Scope of Work set forth in the contract.
- d) All Vendor proposals will remain firm and unaltered for one-hundred and twenty (120) days after the proposal due date shown or until the contract is fully executed with another Vendor, whichever is earlier. An exception to the criterion will be Vendor engaged in contract negotiations after pre-award notification will be allowed to make Vendor proposal modification(s) only in accordance with a request by the ADOC.
- e) Any alternate proposal submitted by Vendor (receiving pre-award notice), that in the opinion of the ADOC best satisfies the Department's requirements, may be considered and substituted for Vendor's initial proposal, either in whole or in part.
- f) The ADOC reserves the right to modify the requirements of the proposal or awarded contract requirements by: 1) changing the Scope of Work, deliverables, services, or time frames; 2) adding or deleting tasks/services to be performed; and/or 3) any other modification deemed necessary by the ADOC. Any changes in Vendor's proposed program or pricing in response to an ADOC request are subject to acceptance by the ADOC.
- g) In the event price changes or proposed service changes in response to an ADOC request are not acceptable to the Department, a Vendor's pre-award status may be rescinded. At the option of the ADOC, another selection for pre-award may be made from Vendors who submitted a proposal, or the ADOC may open the process to re-procurement based upon the new specifications.
- h) All information submitted pursuant to the RFP may be subject to the Open Records Act. Any information submitted with a proposal, including cost, price, and other information (whether or not marked as proprietary or confidential), that is made part of the contract, is subject to release in accordance with the Open Records Act and/or applicable law (refer to Section 3.2 of this RFP).
- i) Only the final results of the ADOC and ADOC Evaluation Committee may be considered public. Any work papers, individual evaluator or consultant comments, notes, or scores are not open.

- j) Successful Vendor, who executes the awarded contract for service, is contractually responsible for the total performance of the contract. Assignments for subcontracting may be allowable but must be disclosed as a part of the proposal or otherwise approved in advance by the ADOC. Any subcontractor providing services required in the RFP or in the awarded contract will meet or exceed the requirements set forth in the RFP.
- k) Vendors may be asked to submit further financial information to prove financial responsibility. Financial documents will be kept confidential unless otherwise required by law.

2.2 Other General Terms

- a) The executed contract and any renewals thereof are subject to the appropriation of funds or funds made available to the ADOC to fulfill the contract obligations.
- b) No interpretation of any provision of the contract resulting from this RFP, including applicable specifications, are binding on the ADOC unless furnished or agreed to in writing by the ADOC.
- c) Any and all personnel of Vendor may be subject to a background investigation conducted by the ADOC as a requisite for initial and/or continued employment.
- d) Vendor's provision of services must comply with the standards of the American Psychological Association (APA), American Correctional Association (ACA), National Commission on Correctional Health Care (NCCHC), and other standards as may be defined in Administrative Regulations, Directives, and/or Policies and Procedures of the ADOC. Whenever there is a conflict between industry standards and the ADOC – OHS policy or procedure, the OHS policy will prevail.
- e) If any requirement of the RFP exceeds the standards of the APA, ACA, NCCHC, or standards or requirements defined in the Policies and Procedures of the ADOC, the requirements of the RFP will prevail. Any exception to this requirement must be specified in the awarded contract or through a subsequent written mutual agreement, signed by the authorized representatives of Vendor and the ADOC.
- f) Vendor will provide the ADOC with a copy of its subcontract agreements upon request and provide a copy of professional or service agreements within thirty (30) days of the initiation of services. Vendor is responsible for all dealings with its subcontractors and will answer all questions posed by the ADOC regarding them or their work.
- g) The ADOC will not be bound to any terms and conditions included in any Vendor or subcontractor agreements or contractual documents. No condition in a subcontractor agreement in variance with, or in addition to, the requirements of the RFP or the awarded contract will in any way affect Vendor's obligations under the awarded contract.
- h) Vendor will notify the Associate Commissioner, ADOC Office of Health Services, when discharging, removing, or failing to renew the contract of professional staff, or subcontracted vendors.
- i) Vendor will, at all times, maintain the staff required by the RFP. Should Vendor at any time: 1) refuse or neglect to supply adequate and competent supervision, or sufficiently and properly skill/trained/licensed personnel; 2) fail to provide equipment/medications of proper quality or quantity; 3) fail to perform services according to the specifications required in the RFP; 4) fail in any respect to perform the service requirements of the RFP with promptness and diligence; or 5) fail in the performance of any agreement contained in the awarded contract, the ADOC will have the option, after fifteen (15) days written notice to Vendor, or by posting in some conspicuous space on-the-job site, to take any one or more of the following

actions:

- 1) Withhold any monies then or next due to Vendor;
 - 2) Assess Performance penalties; or
 - 3) Terminate the Contract.
- j) All work products originated or prepared by Vendor and delivered to the ADOC pursuant to the RFP are, or will be, the exclusive property of the ADOC.
- k) All documents, materials, or data developed as a result of work under the awarded contract will be the property of the ADOC. The ADOC will have the right to use and reproduce any documents, materials, and data, including confidential information, used in or developed as a result of Vendor's work under the awarded contract. The ADOC may use this information for its own purposes. Vendor is required to have the rights to utilize any documents, materials, or data provided by Vendor to fulfill requirements of the RFP. Vendor will keep confidential all documents, materials, and data prepared or developed by Vendor or supplied by the ADOC.
- l) Vendor will supply all billings, records, evidence of services performed, or other documents as may be required for review and audit by the ADOC. Licensed materials, used as a part of fulfilling the requirements of the awarded contract, will be considered a trade secret to the Licensors. Vendor will be responsible for the supervision, management, operation, and control of materials licensed to the ADOC. As part of the RFP, Vendor will fulfill all obligations required of the ADOC as well as Vendor under the ADOC licensure agreements. Upon termination of any resulting contract, or the termination of any ADOC License Agreement, Vendor will return any licensed material and documentation required by the Licensor, and will certify in writing that such obligation has been fulfilled, if required by Licensor or the ADOC.
- m) Vendor will be an Independent Contractor. Vendor, its agents, subcontractors, and/or employees, will not be considered to be an agent, distributor, or representative of the ADOC. Further, neither Vendor nor any employees of Vendor will be entitled to participate in any retirement or pension plan, group insurance program, or other programs designed to benefit employees of the Alabama Department of Corrections.

2.3 Disputes

For any and all disputes arising under or relating to the awarded contract, the ADOC and successful Vendor, herein referred to as "parties," shall work together in good faith to resolve the dispute. The parties agree, in compliance with the recommendation of the Governor and the Attorney General of the State of Alabama, when considering the settlement of such disputes, to utilize appropriate forms of non-binding dispute resolution, including, but not limited to, mediation by and through the Attorney General's Office of Administrative Hearings or, where appropriate, private mediators. In the event the parties cannot resolve their dispute, either party shall have the right to request mediation ("Mediation Request") by a neutral and/or disinterested third-party (the "Mediator") who shall, at a minimum, be an attorney licensed to practice law in the State of Alabama at the time of such request.

2.4 Term and Renewals

The length of any contract, including any renewals, may not exceed five (5) years. If the commencement of performance is delayed because the ADOC does not execute the contract on the start date, the ADOC may change the start date, end date, and milestones to reflect the delayed execution. No renewal may be effective automatically. No renewal may be effective solely at Vendor's option.

2.5 Termination for Convenience

If the ADOC terminates for convenience, the ADOC, upon verification of services rendered, will pay Vendor for supplies and services satisfactorily provided and authorized expenses incurred up to the time of termination.

2.6 Billing

- a) By submitting an invoice, Vendor certifies that the supplies and services have met all of the required standards set forth in the contract and amount billed and expenses incurred are as allowed in the contract.
- b) Payments for proper performance of services will be commensurate with the scheduled progress of the work and will be made upon receipt of a detailed invoice for payment and proper receiving authorization from the ADOC. The invoice will certify that Vendor will be paid on a monthly basis after services have been delivered.
- c) Vendor will not bill for any taxes unless a statement is attached to the bill identifying the tax and showing why it is legally chargeable to the ADOC. If determined that taxes are legally chargeable to the ADOC, the ADOC will pay the tax as required. State and federal tax exemption information is available upon request. The ADOC does not warrant that the interest component of any payment, including installment payments to Vendor, is exempt from income tax liability.
- d) Vendor will be in compliance with applicable tax requirements and current in payment of such taxes.
- e) Payments delayed by the ADOC at the beginning (first quarter) of the fiscal year and end (last quarter) because of the appropriation process will not be considered a breach. The State has not routinely delayed payments at the beginning of the fiscal year, however, such a circumstance will not constitute a breach by the ADOC.
- f) The ADOC will not be liable for payment associated with supplies provided, services performed, or expenses for those supplies and services incurred prior to the beginning of the term of the contract.
- g) The approved invoice amount will be paid less any designated withholdings associated with performance penalties or staffing paybacks and previous partial payments. Final payment will be made upon determination by the ADOC that all requirements under the contract have been completed, which determination will not be unreasonably withheld. Such final payment will be made subject to adjustment after completion of an audit of Vendor's records as provided for in the contract.
- h) Payments will be made to conform to State fiscal year requirements notwithstanding any contrary provision in the contract or order. This may include prorating payments that extend beyond the end of the fiscal year for the ADOC.

2.7 Availability of Appropriations

The ADOC will use its best efforts to secure sufficient appropriations to fund any resulting contract. However, obligations of the ADOC hereunder will cease immediately, without penalty or further payment being required, if the Alabama Legislature fails to make an appropriation sufficient to pay such obligation. The ADOC will determine whether amounts appropriated are sufficient. The ADOC will give Vendor notice of insufficient funding as soon as practicable after the ADOC becomes aware of the insufficiency. Vendor's obligation to perform will cease upon receipt of the notice.

2.8 Consultation

Vendor will consult with and keep the ADOC fully informed as to the progress of all matters covered by the contract. Vendor will provide the ADOC the opportunity to review relevant documents prior to filing with any public body or adversarial party. Vendor will promptly furnish the ADOC with copies of all correspondence and documents prepared in connection with the services rendered under the contract. Upon request, Vendor will arrange, index, and deliver all correspondence and documents to the ADOC.

2.9 Performance Reviews

The ADOC will conduct scheduled and non-scheduled performance reviews of Vendor's performance under the contract. Any professional service performed under the contract is subject to a post performance review. Vendor will cooperate with the ADOC in this review, which may require that Vendor provide records of its performance and billing. Vendor will provide any required information within thirty (30) days of the request by the ADOC. This post performance review may be used by any State agency in determining whether to enter into other contractual relationships with Vendor.

2.10 Audit/Retention of Records

Vendor and its subcontractors will maintain books and records related to performance of the contract or subcontract as necessary to support amounts charged to the ADOC in accordance with applicable law, terms and conditions of the contract, and generally accepted accounting practice. Vendor will maintain these books and records for a minimum of three (3) years after completion of contract, final payment, or completion of any contract audit or litigation, whichever is later. All books and records related to the contract will be available for review or audit by the ADOC, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. Vendor agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to Vendor, or subcontractor, the ADOC will adjust future or final payments otherwise due. If not, payments are due and owing to Vendor, or if the overpayment exceeds the amount otherwise due, Vendor will immediately refund all amounts which may be due to the ADOC. Failure to maintain the books and records required by this Section will establish a presumption in favor of the ADOC for the recovery of any funds paid by the ADOC under the contract for which adequate books and records are not available to support the purported disbursement.

2.11 Schedule of Work

Any work performed on State premises will be done during the hours designated by the ADOC and will, in any event, be performed so as to minimize inconvenience to the ADOC and its personnel, and minimize interference with the operations of the ADOC. Vendor is to schedule daily services around inmate movement, including but not limited to, work details, meal times, and facility activities, so as to provide reasonable access to regularly scheduled mental health programs and services. A mental health physician and/or licensed mid-level practitioner (RNP or PA) will be on-call and available to return to a facility during unscheduled hours for emergent care seven (7) days per week, twenty-four (24) hours a day.

2.12 Independent Contractor

Vendor will be an independent Contractor. Supplies provided and/or services performed pursuant to the contract are not rendered as an employee of the ADOC or of the State of Alabama. Amounts paid pursuant to the contract do not constitute compensation paid to an employee.

2.13 Responsibility for Agents and Employees

Vendor will remain fully responsible for the negligent acts and omissions of its agents, employees, and subcontractors, in their performance of Vendor's duties under the contract. Vendor represents that it will utilize the services of individuals skilled in the profession for which they will be used in performing services hereunder.

2.14 License

Vendor, or its employees, who would perform services requiring a license, will have and maintain said required licenses. With the consent of the ADOC, Vendor may meet the license requirement through use of a subcontractor.

2.15 Assignment and Subcontracting

- a) Vendor may not assign, subcontract, or transfer any interests in the work subject of the contract without the prior written consent of the ADOC. In the event the ADOC gives such consent, the terms and conditions of the contract will apply to and bind the party or parties to whom such work is subcontracted, assigned, or transferred as fully and completely as Vendor is hereby bound and obligated. This includes requiring such parties to submit certificates and disclosures to the ADOC for review and approval.
- b) The names and addresses of all subcontractors utilized by Vendor will be listed in an addendum to the contract together with the anticipated amount of money the subcontractor is expected to receive pursuant to the contract.
- c) If Vendor is unable to secure or maintain individuals named in the contract to render the services set forth in the contract, Vendor will not be relieved of its obligations to complete performance. The ADOC, however, will have the option to terminate the contract upon written notice to Vendor.
- d) The ADOC may transfer the subject matter of the contract or payment responsibility to another State agency after giving written notice to Vendor.

2.16 Maintenance Assurance

Should Vendor discontinue service or maintenance of equipment or software provided under the contract, Vendor will provide to the ADOC adequate documentation and access to specialized or proprietary tools to allow the ADOC or a subcontractor to maintain the equipment or software. This provision will not apply if Vendor makes arrangements for continued service and maintenance through another vendor and at a price acceptable to the ADOC.

2.17 Solicitation and Employment

Vendor will not employ any person employed by the ADOC at any time during the term of the contract to perform any work required by the terms of the contract. As a condition of the contract, Vendor will give notice immediately to the Associate Commissioner, ADOC Office of Health Services, if Vendor solicits or intends to solicit for employment any ADOC employees during the term of the contract. The ADOC has no authority to contractually refuse to hire Vendor's employees who apply to the State for employment.

2.18 Background Check

The ADOC may conduct criminal and driver history background checks on Vendor's officers, employees, or agents who would directly supervise or physically perform the contract requirements at ADOC facilities. Any such officer, employee, or agent deemed unsuitable by the ADOC must be replaced immediately.

2.19 Conflicts of Interest

Vendor covenants that it has disclosed, and agrees it is under a continuing obligation to disclose to the ADOC, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest, or which may conflict in any manner with Vendor's obligations under the contract. Vendor further covenants that it will not employ any person with a conflict to perform under the contract. Vendor further covenants that no person has an interest in Vendor or in the contract that would violate Alabama law.

SECTION III

METHOD OF SELECTION

3.1 Qualifications of Vendor

The ADOC will consider the successful Vendor as the sole responsible party for all contractual responsibilities and obligations contained within the final contract. The ADOC will not subcontract any work under the contract to any other firm and will not negotiate with any subcontractors with the exception of the following entities:

1. Corizon Medical Services, Inc.
2. Community Education Centers, Inc.
3. University of Alabama – School of Medicine

Vendor is totally responsible for all actions and work performed by subcontractors. Vendor is to identify proposed subcontractors for the ADOC mental health services program in the Program Management section of its proposal. All terms, conditions, and requirement of the contract will apply without qualification to any services performed for goods provided by any subcontractor.

Vendor must have proven ability of contract transition with an orderly and efficient startup or contract transition. A detailed plan with a proposed timetable is required for implementation and operation of the system. Services must be operating at required capacity within ninety (90) days of the contract start date.

Vendor must be able to mobilize sufficient personnel to meet the deadlines in the RFP. Vendor must include a description of its qualifications and experience in providing the requested or similar services including resumes of proposed personnel assigned to the project stating their education, specialized training, and work experience.

- a) Vendor must have a minimum of five (5) years previous experience with proven effectiveness in administering a correctional mental health care program in a single statewide prison system housing adult offenders, with multiple facilities having an inmate population of 10,000 or more.
- b) Vendor must demonstrate current experience in providing a standard of care that is in compliance with the American Psychological Association (APA), National Commission on Correctional Health Care (NCCHC), and American Correctional Association (ACA) standards for adult detention facilities.
- c) Vendor must possess the ability to provide a system of technical, administrative, financial reporting, legal counsel, and clinical support, as well as professional staff development.
- d) Vendor must demonstrate a corporate structure that includes physician leadership, nursing leadership, clinical development, technical resource support services, and individual peer review.
- e) Vendor must possess recruiting and retention capabilities for all levels of professional and support personnel on a local and national level.
- f) Vendor must include a detailed plan of regularly scheduled self-monitoring for contract compliance, to include QA, CQI, peer review, and cost utilization.
- g) Vendor must demonstrate the ability to respond to court settlement agreements related to mental health

services as well as achieve and maintain compliance with required specifications.

- h) Vendor will provide a full range of mental health services under the supervision of a proven manager experienced in directing a full range of mental health services and programs. When this authority is other than a psychologist, clinical judgment rests with a single, designated, responsible psychiatrist.
- i) Vendor will retain appropriate in-state legal counsel to provide legal representation to Vendor in all litigation matters related to the provisions and delivery of services under the contract. Legal counsel shall be licensed to practice law in the State of Alabama and possess the resources at a local level within the State. Vendor will make available in-state counsel to assist the ADOC legal department when requested by the General Counsel and/or the Commissioner.

3.2 Form and Content of Proposals

- a) Vendor is to submit one (1) original signed paper or hard document, clearly marked as original, six (6) bound paper/hard copies, and six (6) computer compact discs (CDs) containing computerized copies of the original proposal.
- b) The ADOC takes its responsibilities under the State of Alabama's public records law – Alabama Code Section 36-12-40 – very seriously. If Vendor considers any portion of the documents, data, or records submitted in response to this solicitation to be confidential, trade secret, or otherwise not subject to public disclosure, Vendor must, in addition to the required one (1) original and six (6) paper copies and CDs of the proposal, also provide the ADOC with a separate redacted single copy of its proposal and briefly describe in a separate writing, as to each redacted item, the grounds for claiming exemption from the public records law. This redacted copy shall be provided to the ADOC at the same time Vendor submits its proposal and must only exclude or redact those exact portions that are claimed confidential, trade secret, or otherwise not subject to disclosure.

Vendor shall be responsible for defending its determination the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. Furthermore, Vendor shall protect, defend, and indemnify the ADOC for any and all claims arising from or relating to Vendor's determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. All of the above shall be acknowledged in Vendor's "Redacted Copy."

If Vendor fails to submit a Redacted Copy with its proposal, the ADOC is authorized to produce the entire Document(s), data, and/or records submitted by the Vendor in answer to any public records request.

- e) Copies of all original documents must be included and accessible on the CD copies. Computer disc copies shall include scanned copies of bonds, insurance certificates, notarized required documents, and all appendices included as part of the original bid proposal. Individual copies contained on CD must be placed in a file sleeve or case and be properly labeled on the outside of the case with Vendor's name, the proposal opening date, and the RFP number. Documentation must be scanned and/or saved as an Adobe Reader PDF file that allows for search/find function when viewing the document. Failure to submit the required number of copies in this requested format may prevent Vendor's proposal from being evaluated within the allotted time.
- f) An authorized representative must sign the original proposal with any changes made in ink and signed in all required places. The proposal must address all requirements of this RFP and provide all the information requested. Failure to comply with all the requirements of the RFP in the proposal response may result in the disqualification of Vendor's proposal/bid.

- g) RFP number, proposal opening date, and time must be on the outside front lower left corner of the sealed envelope/package containing the proposal. The original proposal must include original signature and notarization on enclosed Vendor Authorization Form to Submit Proposal (Appendix A) and must be returned with proposal. Proposals submitted on reduced and/or mutilated forms will be rejected. Proposals submitted by “Express/Overnight” services must be in a separate inner envelope/package, sealed, and identified as stated above.
- h) Properly identified proposals will be securely kept and will remain unopened until time of proposal opening on August 7, 2013. The ADOC does not accept responsibility for the premature opening of a proposal not properly identified or the late arrival of a proposal for whatever reason.

3.3 Proposal Format

The following information is required:

A. Transmittal letter that includes the following statements:

- a) Vendor is the prime vendor and identification of all subcontractors.
- b) Vendor is a corporation or other legal entity and registered to do business in the State of Alabama.
- c) No attempt has been made or will be made to induce any other person/firm to submit or not to submit a proposal.
- d) Vendor does not discriminate in employment practices with regard to race, color, religion, age (except as provided by law), sex, marital status, political affiliation, national origin, or disability.
- e) Vendor presently has no interest, direct or indirect, that would conflict with the performance of services under the contract and will not employ, in the performance of the contract, any person having a conflict.
- f) The person signing the proposal is authorized to make decisions as to pricing and has not participated, and will not participate, in any action contrary to the above statements.
- g) Whether there is a reasonable probability Vendor is or will be associated with any parent, affiliate, or subsidiary service furnishing any supplies or equipment to Vendor that would relate to the performance of the contract. If the statement is in the affirmative, Vendor is required to submit with the proposal written certification and authorization from the parent, affiliate, or subsidiary organization granting State and/or the Federal Government the right to examine any directly pertinent books, documents, papers, or records involving such transactions related to the contract. Further, if at any time after a proposal is submitted, such an association arises, Vendor will obtain a similar certification and authorization. Failure to do so will constitute grounds for termination of the contract at the option of the ADOC.
- h) Vendor agrees any lost or reduced federal matching funds resulting from unacceptable performance in a vendor task or responsibility defined in the RFP will be accompanied by reductions in State payments to Vendor at the option of the ADOC. Given that federal grant awards to the ADOC may involve services and programs above and beyond the scope of work specified in the contract, the ADOC will not be compelled to share such monies with Vendor.
- i) Vendor acknowledges it has not been retained, nor retained a person, to solicit or secure a state contract on an agreement or understanding for a commission, percentage, brokerage or contingent fee (except for retention of bona fide employees or bona fide established commercial selling agencies maintained by

Vendor for the purpose of security business). For breach of this provision, the ADOC will have the right to reject the proposal, terminate the contract, and/or deduct from the contract price or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee, or other benefit.

- j) Vendor will ensure all workers employed in the delivery of services are either citizens of the United States or in proper and legal immigration status authorizing them to be employed for pay in the United States.
- k) Vendor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of all persons employed during the contract term by Vendor or subcontractor to perform work or provide services pursuant to this contract with the Department. The subcontractor shall attest to such by sworn affidavit signed before a notary.

B. Executive Summary and Company Qualifications

Vendor should avoid including standard marketing materials or client testimonials in its proposal. Vendor will address the following specifications as they relate to "Qualifications of Vendor" as outlined in Subsection 3.1 of this RFP, to include, but not be limited to, the following:

- a) Date established;
- b) Governance;
- c) Overview of organizational and reporting structure;
- d) Total number of personnel, full or part time, employed;
- e) Information technology resources at a corporate and regional level that provide the ability to generate accurate operational, clinical, and financial data on a regular basis;
- f) Location of the project within Vendor's organization as well as positions and/or persons assigned to interact from an organization's executive management, at the local and corporate level with ADOC Executive Officers and staff of the Office of Health Services;
- g) Relationship of the project to other lines of business; and related organizational chart;
- h) A separate list by name, address, telephone, and Contract Administrator of all state prison correctional facilities where Vendor is currently providing mental health care and the length of time each contract has been in effect;
- i) List by name, address, telephone, and Contract Administrator all correctional facilities where Vendor's services were terminated in the past five (5) years and reason for contract termination;
- j) Submit three (3) references for the ADOC to contact where Vendor has contracted services that are comparable to the requested ADOC mental health services program (state prison system). These references will include the name of the firm or other state departments, name of contact person, address, and telephone number of contact person. Employees and sub-Vendors of Vendor may not be listed as references or contact persons;
- k) List all new contract awards since January of 2013 and assigned contract start-ups to be completed by December 31, 2013. The list must include name of the firm or other state departments, name of contact

person overseeing contract start-up process, as well as address and telephone number of contact person; and

- l) Vendor's corporate office must be registered with the Secretary of State to do business in the State of Alabama, or proof shall be provided of having submitted an application to do business with the assurance that Vendor will be licensed prior to assuming the contract.

C. Program Management

- a) Vendor must describe/outline how it will have local central capability to supervise, manage, and monitor the program, ensuring satisfactory provision of services. Vendor will be evaluated on its ability and plan to utilize the designated management, in meeting the specific program needs of the ADOC, to deliver the "Scope of Work" outlined in Section V of the RFP. In addition, Section II, "General Terms and Conditions," Subsections 2.10 through 2.19, should be addressed in this Section of the Proposal.

Minimum staffing requirements are outlined in Appendix G. The required program management structure is contained within that outline. A complete job description for each of the following positions, specific to the management of the ADOC program, are to be included in the proposal. Appendix G also outlines proposed salary ranges based on current pay schedules and local market rates for each position category. Vendor is to list its proposed salary range for each position in the designated space on Appendix G and include the completed form in response.

Resumes for the individuals proposed to fill the following positions may be included in this Section. Vendor, however, is not required to pre-identify or submit resumes with its response.

The organizational structure required is as follows:

- 1) Regional Program Manager – administrative supervision of on-site administrators and support staff.
 - 2) Chief Psychiatrist – supervision of clinical personnel.
 - 3) Regional DON – supervision of on-site nursing staff.
 - 4) Regional Mental Health CQI Coordinator – Utilization Review/Continuous Quality Improvement – monitors fundamental aspects of the mental health care program.
 - 5) Regional Mental Health Clinical Director – provides on-going training and develops learning modules.
 - 6) Vendor must retain appropriate local in-state legal counsel to both assist the ADOC legal department when requested and provide legal representation to Vendor in contractual and litigation matters related to the provision and delivery of services under the contract.
- b) Vendor will address the following specifications as they relate to "Contract Monitoring and Personnel Management" as outlined in Section VI, Subsections 6.1 through 6.12, of the RFP to include, but not be limited to, the following:
 - a) Recruitment and retention practices;
 - b) Total company turnover rates from 2008 to 2011;
 - c) Equal employment opportunity policies

d) Licensure/certification requirements;

e) Staff development and training plan to include:

- i. Orientation of new personnel and a training program for employees new to corrections on appropriate interaction in a corrections environment;
 - ii. In-service training;
 - iii. Staff retention plan that addresses how current contract staff will be retained when appropriate;
 - iv. Description of health and retirement benefits for local Alabama staff, and monetary contribution required by an individual full time employee for single and family coverage;
 - v. A detailed facility-staffing schedule utilizing the minimum staffing requirements for each facility, as outlined in Appendix G;
- f) Acknowledgement of ADOC-OHS performance indicators and designated compliance thresholds for mental health services included in Appendix P. Vendor is to identify experience in other prison system contracts where independent auditing is conducted by the client.

3.4 On-Site and Off-Site Services

Describe how on-site mental health care will be provided and in-patient mental health commitments coordinated with other State agencies. Vendor must demonstrate an understanding of each service. Each service should be identified along with an explanation of how Vendor plans to approach the service.

3.5 Program Support Services

Vendor will provide comprehensive mental health care management services to support the provision of services. These program support services will include, but are not limited to:

a) Cost Containment Program

Specify and discuss a detailed plan for the implementation and operation of a cost containment program. Address the mechanism by which Vendor plans to control mental health care costs, areas in which cost savings will be achieved, and evidence of the success of such a program at other contract sites.

b) Management Information System

- i. Vendor will develop a system for collecting data and analyzing trends in the utilization of mental health services at each site. Vendor will provide computers and other technology support to on-site facility professional staff to enhance their resources and productivity. Vendor is to include a description of such technology support in its proposal, including the number of computers at the facility level and who they will be assigned to for usage on a daily basis.
- ii. Vendor is financially responsible for the installation, maintenance, and associated cost of work appropriate internet access for all employees, to include, but not be limited to, e-mail services. Access and services must have a security protection application. Access to ADOC internet lines for Vendors use for such services will not be permitted.

- iii. Any installation of facility lines must have the prior approval of the ADOC Director of Information Systems, Deputy Commissioner of Institutions (maintenance and capital improvements), and the Associate Commissioners of Health Services and Security Operations. Sub-contractor(s) retained by Successful Vendor for facility line installation must have prior approval of the ADOC Director of Information Systems.

c) Complaint Procedures

Vendor will specify and discuss the policies and procedures followed for inmate complaints and grievances regarding any aspect of mental health care delivery. Policies and procedures must be in accordance with current and future ADOC Regulations and Policies. The ADOC – OHS will have access to all complaints and proposed resolutions.

d) Strategic Planning and Consultation

Vendor will indicate the capability for long term strategic operational planning. Additional ADOC correctional institutions are in various proposal and planning stages to include, but not be limited to, a new twenty four (24) bed inpatient infirmary at Tutwiler Women's Prison and forty (40) bed Dementia/Alzheimer's Unit (location not identified as of this date). The ADOC expects the successful vendor to assist in the planning and development of cost effective mental health services for any proposed ADOC facility.

e) Contract Transition

Vendor must demonstrate prior ability to perform an orderly and efficient contract transition. A detailed implementation plan must be submitted describing how the following issues will be handled:

1. Proposed timetable for implementation and operation and a statement relating to Vendor's ability to meet stated and required deadlines;
2. Recruitment capabilities - including interviewing current contract staff;
3. Identifying and assuming the current costs of mental health care;
4. Pharmacy inventory transfer procedures;
5. Transfer of personnel and training records of current employees who will be retained;
6. Vendor's central management personnel to be assigned to supervise and monitor the transition and to ensure the satisfactory and continued provision of services to the inmate population; and
7. Staff training on Vendor's policies and procedures, including the transition process from current policies and procedures.

3.6 Compensation and Adjustments

Vendor is to provide its original response and subsequent copies to this Section of the RFP in a separate sealed envelope labeled as outlined in Section I, Subsection 1.5, of the RFP. Vendor will address and acknowledge the specifications as they relate to "Compensation and Adjustments" as outlined in Section VIII, Subsections 8.1

and 8.2; of this RFP as well as Section II “General Terms and Conditions”, Subsections 2.2 through 2.14, of the RFP. Vendor is to include ADOC Pricing Form (Appendix B) in this Section of its proposal.

3.7 Certifications and Insurance

Vendor shall thoroughly review the terms set forth in Section IV, Subsections 4.1 to 4.15. Copies of insurance certificates to include, but not limited to, malpractice and general liability are to be included when responding to these Sections of the RFP. A signed and complete notarized copy of the “Vendor Acknowledgment” is to be included at the end of this section.

3.8 Other Services and Provisions

Vendor will address and/or acknowledge the specifications as they relate to “Other Services and Provisions” as outlined in Section VII, Subsections 7.1 through 7.6, of this RFP.

3.9 Method of Selection

Vendor selection will be based on the proposal that best meets or exceeds the requirements set forth in the RFP. The selection process may, however, include a request for additional information or an oral presentation to support the written proposal. The ADOC reserves the right to select other than the low-priced Vendor, if a higher-priced proposal provides the best value as determined by the ADOC. Vendor whose proposal does not meet the mandatory requirements and does not provide a primary bid that meets all the required specifications of the RFP will be considered non-compliant. Proposal evaluations will be scored and based on the response to the requirements of this RFP and held as the primary bid/proposal. Alternative proposals will not be considered as the basis for the evaluation of the successful bidder. After the evaluation of proposals received and selection of Successful Vendor, all vendors who submitted a proposal will be notified regarding selection of Successful Vendor. All proposals received will become the property of the ADOC. The ADOC reserves the right to use for its benefit the ideas contained in proposals received, with the exception of any program or system identified as proprietary as outlined in Section 3.2 (b) All proposals received will become the property of the ADOC.

Evaluation criteria and scoring are as follows:

<u>Proposal Criteria</u>	<u>Possible Points</u>
1. Qualifications/Experience/References	15
2. Program Management/Salaries/Benefits	15
3. Program Support Services	20
4. Cost Containment Program	5
5. Scope/Statement of Work	35
6. Personnel and Training	10
7. Information Technology and Reporting	5
8. Certifications	5
9. Price – Total for first three (3) years	80
10. Per diem/per month rate and yearly escalator	<u>10</u>
Total Possible Score =	200

End of Section III

SECTION IV

CERTIFICATIONS

Introduction

Vendor shall thoroughly review the terms set forth in Subsections 4.1 to 4.15. A signed and complete notarized copy of the "Vendor Acknowledgment" at the end of this section must be included in Vendor's proposal (reference Section 3.3 (F)). If Vendor concurs with the terms as outlined in 4.1 to 4.15 without exception, date and check "no exceptions" next to authorized signature. Should the Vendor take exception to one or more of the terms as set forth, date and check "exceptions" next to authorized signature. If exceptions are taken, an outline of the exceptions, including reference to the Section and the terms, shall be provided directly behind the signature page. Vendor may propose alternate terms if exceptions are taken. Alternate terms will be taken into consideration by the ADOC. Vendor is to provide Certificates of 'Liability Coverage' as outlined in Subsection 4.2, at the end of its' response to this section of the RFP, subsequent to the signed 'Vendor Acknowledgment' and/or acknowledgment of exceptions taken. This Section of the proposal will be incorporated into the final contract of Successful Vendor.

4.1 Indemnification and Liability

Vendor will indemnify and hold harmless the State of Alabama and the Alabama Department of Corrections and their officers, agents, and employees from and against all claims, losses, or costs arising out of Vendor's negligence, gross negligence, wantonness, deliberate indifference, or criminal negligence, or from willful disregard of proper or lawful written instructions from the Commissioner of the Alabama Department of Corrections and Associate Commissioner of Health Services. Vendor shall be fully responsible for defending, and be liable for all suits, claims, losses, and expenses, including reasonable attorney's fees, arising out of Vendor's performance or non-performance of the services and duties stated in this RFP.

Vendor also agrees to indemnify and hold harmless the State of Alabama and the Department of Corrections and their officers and employees from and against any and all loss or damage, including court costs and attorney fees, for liability claimed against or imposed upon the ADOC because of bodily injury, death, or property damage, real or personal, including loss of use thereof, arising out of or as a consequence of the breach of any duty or obligations of Vendor included in this agreement, negligent acts, errors or omissions, including engineering and/or professional error, fault, mistake, or negligence of Vendor, its employees, agents, or representatives or subcontractors and their employees, agents, or representatives in connection with or incident to the performance of their contracts, or arising out of Worker Compensation claims, Unemployment Compensation claims, or Unemployment Disability Compensation claims of employees of Vendor and/or subcontractors, or claims under such similar law or obligations. Vendor's obligations, under this Section, will not extend to any liability caused by the sole negligence of the ADOC or its employees.

4.2 Liability Coverage

Before signing the contract, Vendor must file with the ADOC General Counsel a certificate from Vendor's insurer showing the amounts of insurance carried and the risk covered thereby. Medical Malpractice Liability insurance must be no less than \$1,000,000 per occurrence and \$3,000,000 in aggregate. Vendor must carry general liability insurance coverage with \$1,000,000 combined single limit for personal injury and property damage that incorporates said coverage for all of Vendor's employees and subcontractors. This coverage is required to extend to services performed at the various facilities and institutions where services will be provided under the contract. Vendor will also be required to provide a certificate naming the ADOC as an additional insured prior to contract execution. Vendor must carry vehicle insurance meeting state law requirements. Coverage required, includes Comprehensive General Liability, Worker's Compensation, and Employee's

Liability. Vendor is to provide Certificates of said 'Liability Coverage' at the end of its' response to this section of the RFP, subsequent to the signed 'Vendor Acknowledgment' and/or acknowledgment of exceptions taken.

Vendor will provide legal representation, at own expense, in defending all suits against Vendor or Vendor's employees. Vendor will pay all judgments and costs rendered against Vendor or Vendor's employees in said suits.

4.3 Notice to Parties

Any notice given to the ADOC under the contract will be submitted in a timely manner. Notices will be mailed to the Associate Commissioner of Health Services, Ruth A. Naglich, Alabama Department of Corrections, Commissioner's Office, 301 South Ripley Street, Montgomery, Alabama 36104. Notices to Vendor will be mailed to the address shown in its submitted proposal. Notices will be sent by registered mailed, return receipt requested.

Both parties agree to fully cooperate with one another for the successful pursuit of their respective and mutual interests. Both parties will share information, provide timely notification to one another in the event of a claim against either party, and present a collaborative defense against such claims. There will be no settlement of any claim by either party without consultation.

4.4 Legal Compliance

Vendor certifies compliance, or agreement to comply, with the following legal requirements and that it is not barred from being awarded a contract or subcontract due to a violation of the requirements or an inability or unwillingness to comply with the requirements.

- a) No person or business entity will be awarded a contract or subcontract if that person or business entity: (1) has been convicted under the laws of Alabama, or any other state, of bribery or attempting to bribe an officer or employee of the State of Alabama or any other state in that officers or employees official capacity; or (2) has made an admission of guilt of such conduct that is a matter of record but has not been prosecuted for such conduct.
- b) No business will be barred from contracting with the ADOC as a result of the conviction of any employee or agent of the business if the employee or agent is no longer employed by the business and: (1) the business has been finally adjudicated not guilty; or, (2) the business demonstrates to the ADOC that the commission of the offense was not authorized, requested, commanded, or performed by a director, officer, or a higher managerial agent on behalf of the business.
- c) When an official, agent, or employee of a business committed the bribery, or attempted bribery, on behalf of the business and pursuant to the direction or authorization of a responsible official of the business, the business will be chargeable with the conduct.

4.5 Felony Conviction

No person or business entity or officer or director of such business entity convicted of a felony is eligible to do business with the ADOC from the date of conviction until ten (10) years after the date of completion of the sentence for such felony, unless no person held responsible by a prosecutorial office for the facts upon which the conviction was based continues to have any involvement with the business.

4.6 Inducements

Any person who offers or pays any money or valuables to any person to induce him or her not to submit a proposal on the RFP is guilty of a felony. Any person who accepts money or other valuables for not submitting a proposal on the RFP, or who withholds a proposal in consideration of the promise for the payment of money or other valuables, is guilty of a felony.

4.7 Reporting Anticompetitive Practices

When, for any reason, a Vendor or designee suspect collusion or other anticompetitive practice among any Vendors or employees of the ADOC, a notice of the relevant facts will be transmitted to the Alabama Attorney General and ADOC Commissioner's Office. This includes, but is not limited to, reporting any chief procurement officer, State purchasing officer, designee, or executive officer who willfully uses or allows the use of specifications, request for proposal documents, proprietary competitive information, proposals, contracts, or selection information to compromise the fairness or integrity of the procurement or contract process, or any current or former elected or appointed State official or State employee who knowingly uses confidential information available only by virtue of that office or employment for actual or anticipated gain for themselves or another person.

4.8 Drug-Free Workplace

Vendor will provide a drug free workplace. No individual engaged in the unlawful manufacture, distribution, dispensation, possession, or use of any illegal drug or controlled substance will be eligible for employment under contract. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract, termination of contract, and/or debarment of contracting opportunities with the ADOC for at least one (1) year, but not more than five (5) years.

Vendor certifies and agrees to provide a drug free workplace by:

- a) Publishing a statement for the purpose of: (1) notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance, including cannabis, is prohibited in Vendor's workplace; (2) specifying the actions that will be taken against employees for violations of such prohibition; and (3) notifying the employee that, as a condition of employment on such contract, the employee will abide by the terms of the statement and notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.
- b) Establishing a drug free awareness program to inform employees about:
 - 1) The dangers of drug abuse in the workplace;
 - 2) Vendor's policy of maintaining a drug free workplace;
 - 3) Available drug counseling, rehabilitation, and employee assistance programs; and
 - 4) The penalties that may be imposed upon employees for drug violations.
- c) Providing a copy of the statement required by Subparagraph (a) to each employee engaged in the performance of the contract and to post the statement in a prominent place in the workplace.

- d) Notifying the ADOC within ten (10) days after receiving notice under subsection (a) (3) above from an employee or otherwise receiving actual notice of such conviction.
- e) Imposing a sanction on, or requiring the satisfactory participation in drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act (Public Law 100-690; 15 U.S.C. Section 5110).
- f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.
- g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act (Public Law 100-690; 15 U.S.C. Section 5110).

4.9 Equal Employment Opportunities - Affirmative Action/Sexual Harassment

Vendor will:

- a) Comply with the regulations, procedures, and requirements of the ADOC concerning equal employment opportunities and affirmative action;
- b) Provide such information with respect to its employees and applicants for employment; and have written sexual harassment policies.

4.10 Performance Subject to Law

In compliance with the Equal Employment Opportunity and Nondiscrimination Practices Act, Vendor will:

- a) Comply with the provisions of the Civil Rights Act of 1964.
- b) Comply with the nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons with regard to race, color, religion, sex, or national origin, and the implementing rules and regulations prescribed by the Secretary of Labor.
- c) Comply with Section 504 of the Federal Rehabilitation Act of 1973 as amended (29 U.S.C. 794), the requirements imposed by the applicable H.E.W. regulation (45 C.F.R. Part 84), and all guidelines and interpretations issued pursuant thereto.

4.11 Confidentiality and Use of Work Product

- a) Any documents or information obtained by Vendor from the ADOC in connection with the contract will be kept confidential and will not be provided to any third party unless the ADOC approves disclosure in writing. All work product produced under the contract including, but not limited to, documents, reports, information, documentation of any sort, and ideas, whether preliminary or final, will become and remain the property of the ADOC. Any patent, copyright, or other intellectual ideas, concepts, methodologies, processes, inventions, and tools (including computer hardware and software where applicable) that Vendor previously developed and brings to the ADOC in furtherance of performance of the contract will remain the property of Vendor. Vendor grants to the ADOC a nonexclusive license to use and employ such software, ideas, concepts, methodologies, processes, inventions, and tools solely within its enterprise.

- b) Vendor will assume risk of loss until delivery to the designated facility.
- c) Vendor will do nothing to prejudice the ADOC to recover against third parties for any loss, destruction, or damage to State property, and will, upon request of the ADOC and at Vendor's expense, furnish to the ADOC reasonable assistance and cooperation, including assistance in the prosecution of suit and the execution of instruments of assignment in favor of the ADOC, in obtaining recovery.
- d) Vendor will maintain public liability, casualty, and auto insurance in sufficient amounts to protect the ADOC from liability for acts of Vendor and risks and indemnities assumed by Vendor. If Vendor does not have minimum coverage for bodily injury – including two hundred and fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per occurrence and, for property damage, one hundred thousand dollars (\$100,000) per occurrence – Vendor must inform the ADOC and seek written permission for lesser coverage.
- e) Vendor will, at its expense, defend the ADOC against all claims, asserted by any person, that anything provided by Vendor infringes a patent, copyright, trade secret, or other intellectual property right and will, without limitation, pay the costs, damages, and attorney fees awarded against the ADOC in any such action or pay any settlement of such action or claim. Each party agrees to notify the other promptly on any matters to which this provision may apply and to cooperate with each other in connection with such defense or settlement. If a preliminary or final judgment is obtained against the ADOC for its use or operation of the items provided by Vendor hereunder, or any part thereof, by reason of any alleged infringement, Vendor will, at its expense, either:
 - 1) modify the item so that it becomes non-infringing;
 - 2) procure for the ADOC the right to continue to use the item;
 - 3) substitute for the infringing item other item(s) having at least equivalent capability; or
 - 4) refund to the ADOC an amount equal to the price paid, less reasonable usage from installation acceptance through cessation of use, which amount will be calculated on a useful life not less than five (5) years, and plus any additional costs the ADOC may incur to acquire substitute supplies or services.
- f) The ADOC assumes no liability for actions of Vendor and is unable to indemnify or hold Vendor harmless for claims based on the contract or use of Vendor provided supplies or services.

4.12 Warranty

- a) Vendor warrants that all services will be performed in a good and professional manner.
- b) Vendor warrants that it has the title to, or the right to allow the ADOC to use, the supplies and services being provided and that the ADOC will have use of such supplies and services without suit, trouble, or hindrance from Vendor or third parties. This is to ensure that no infringements, prohibitions, or restrictions are in force that would interfere with the use of such supplies and services that would leave the ADOC liable.

4.13 Breach and Other For Cause Terminations

The ADOC may terminate any contract(s) resulting from this RFP without penalty to the ADOC, or further payment required, in the event of:

- a) Any breach of the contract which, if it is susceptible of being cured, is not cured within fifteen (15) days of the ADOC giving notice of breach to Vendor including, but not limited to, failure of Vendor to maintain covenants, representations, warranties, certifications, bonds, and insurance;
- b) Commencement of a proceeding by or against Vendor under the United States Bankruptcy Code or similar law, or any action by Vendor to dissolve, merge, or liquidate;
- c) Material misrepresentation or falsification of any information provided by Vendor in the course of any dealing between the ADOC and Vendor or between Vendor and any State agency;
- d) For the unavailability of funds appropriated or available to the ADOC; and
- e) For convenience of the ADOC.

4.14 Entire Contract

Any contract resulting from this RFP, including any attachments, will constitute the entire contract between Vendor and the ADOC. Modifications and waivers must be in writing and signed or approved by authorized representatives of Vendor and the ADOC to be binding. If any term or condition of the contract is declared void, unenforceable, or against public policy, that term or condition will be ignored and will not affect the remaining terms and conditions of the contract, and the contract will be interpreted as far as possible to give effect to the parties' intent.

4.15 Applicable Law

- a) All services under the contract will be performed in accordance with applicable Alabama and Federal law, statutes, provisions, and regulations. Also, Vendor will comply with any Federal Court Orders that pertain to the operation of Alabama prisons and institutions for which the ADOC is statutorily responsible. Vendor's remedy for any claim under the contract is to file a claim against the ADOC with the Alabama Board of Adjustment.
- b) As required by the Beason-Hammon Alabama Taxpayer and Citizen Protection Act and any subsequent amendment to that Act, Vendor identified in the Contract resulting from this RFP is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by Vendor to perform employment duties; and all persons including subcontractors assigned by Vendor to perform work pursuant to the Contract with the Department. (<http://www.uscis.gov/everify>). Vendor shall attest to such by sworn affidavit signed before a notary.
- c) Additionally, Vendor shall include a provision in all subcontracts that requires all subcontractors to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by Vendor or subcontractor to perform work or provide services pursuant to this Contract with the department. The Subcontractor shall attest to such by sworn affidavit signed before a notary.

- d) Pursuant to Alabama Code Section 14-11-31, as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act (“PREA”), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by an employee of a contractor of the ADOC who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Offenses and Custodial Sexual Misconduct. The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the state or federal laws referenced above, shall be reported immediately to the Warden of the facility to which that inmate is assigned, or the Warden’s designee.

SECTION IV

CERTIFICATIONS

VENDOR ACKNOWLEDGEMENT

TO BE INCLUDED IN VENDOR'S PROPOSAL

_____ (Vendor) acknowledges and concurs with all terms set forth in Section V, "Certifications," of the Alabama Department of Corrections RFP 2012-02.

I, _____, am an authorized agent of
(print name)

_____ (Vendor) and have the legal authority to
legally bind said company to the terms set forth in Section IV, of the Alabama Department of
Corrections RFP 2012-02.

_____ Date: _____
(authorized signature)

_____ No exceptions taken.

_____ Yes; exceptions taken and alternate terms are outline and included is this Section of
the Proposal.

SWORN TO AND SUBSCRIBED BY me this _____ day of _____, 2012.

[SEAL]

NOTARY PUBLIC

My Commission Expires: _____

SECTION V

STATEMENT OF WORK

5.1 **Purpose of the Project**

The Alabama Department of Corrections (ADOC) is responsible for securing the provision of inmate mental health care that meets constitutional standards for the inmates in the custody of the Department. The provision of services is provided on-site at the facilities identified in Section I, Subsection 1.19, of this RFP. Vendor will be responsible for delivering and managing a mental health care service system at full capacity and in a cost-effective manner; delivering quality mental health care; complying with current APA, ACA, NCCHC, constitutional standard and ADOC Mental Health Administrative Regulations' six-hundred (600) series; implementing a written mental health care plan with clear objectives; developing and implementing policies and procedures; complying with all state licensure requirements and standards regarding delivery of mental health care; maintaining acceptable levels of staffing; and maintaining full reporting and accountability to the ADOC. It is the intent and purpose of the ADOC that all assigned inmates receive adequate mental health care regardless of placement, assignment or disciplinary status while housed in an ADOC institution.

Objectives of the RFP include, but are not limited to, securing a qualified vendor who can:

- a) Implement a written mental health care plan with clear objectives;
- b) Develop and implement policies and procedures in compliance with ADOC Office of Health Services, ADOC Administrative Regulations 600 Series, and NCCHC and ACA standards;
- c) Maintain all state licensure requirements and standards regarding delivery of mental health care;
- d) Maintain acceptable levels of staffing and improve inventory control;
- e) Maintain full reporting and accountability to the ADOC;
- f) Maintain an open, collaborative relationship with the administration and staff of the ADOC and the individual facilities;
- g) Provide inmate mental health services in a cost effective manner utilizing professional clinical guidelines;
- h) Develop and implement institutional specific policies and procedures to comply with ADOC-OHS policies and procedures;
- i) Deliver constitutionally adequate mental health care services promoting positive clinical outcomes; and
- j) Maintain an evidence-based quality assurance program.

It is the intent and purpose of the ADOC that all assigned inmates receive adequate mental health care regardless of placement, assignment, or disciplinary status within the Department.

5.2 **Services to be Provided**

Vendor will provide a holistic approach in delivering mental health services to inmates. ADOC-OHS Policies and Procedures and ADOC Administrative Regulations (AR) - the six hundred (600) and seven (700) series -

outline the minimum acceptable standards of care. ADOC-OHS will notify Vendor of any modifications or revisions to said policies and regulations. The ADOC and Vendor will work together to resolve any conflicts that result from modifications that substantially change the scope of services. These regulating documents have been included in the 'Utilization CD' provided at the bidders' conference.

The mental health system within the ADOC is a comprehensive program developed to address the emotional needs of those inmates in receipt of such services. The system has five major levels of care:

1. Reception Evaluations
2. Intensive Stabilization Units (SU)
3. Residential Treatment Units (RTU)
4. Outpatient Services
5. In-patient Psychiatric Care

The Department has a policy on the Involuntary Administration of Psychotropic Medication. This policy, combined with the establishment of Intensive Stabilization Units and Residential Treatment Units, allows the ADOC to more effectively manage and treat those inmates who suffer from mental illness.

It is expected effective and efficient mental health services will be provided by a variety of mental health care professionals. The following definitions are not all inclusive of the individuals identified, definitions of care, or standards that apply to the provision of correctional mental health care.

Definitions of basic mental health vernacular utilized in this Section of the RFP are as follows:

- a) Qualified Mental Health Personnel – All licensed, certified, or registered health care providers, to include: Psychiatrist (MD, DO), Psychologist (PhD, PsyD), Mental Health Professional, Mental Health Nurse (RN, LPN), and Clinical Registered Nurse Practitioner (CRNP).
- b) Mental Health Administrator – A person who by virtue of education, experience, or certification is capable of assuming responsibility for arranging all levels of mental health care and providing quality and accessible mental health services for inmates.
- c) Standard of Care – Inmates will be provided constitutionally adequate, humane, and necessary mental health care. All inmate mental health care will be provided in compliance with the accepted standards of correctional mental health care as specified by the American Psychological Association (APA), National Commission on Correctional Health Care (NCCHC), and the American Correctional Association (ACA).
- d) Mental Health Evaluation – A comprehensive mental health evaluation by a psychiatrist and/or nurse practitioner for inmates who may potentially have a serious mental illness. Standardized evaluation format to include:
 1. Presenting complaint;
 2. History of psychiatric treatment and medication;
 3. Medical history;
 4. Family history;
 5. Substance abuse history;
 6. Brief social history;
 7. Mental status examination;
 8. Current DSM diagnosis; and
 9. Psychiatric input for treatment plan.

- e) Multidisciplinary Treatment Team – Qualified mental health staff members involved in the evaluation and development of specific objectives of a treatment plan for an inmate with presenting behavioral/emotional complaints. Treatment plans are integrated and reviewed with Security staff and with the inmate at regularly scheduled treatment team meetings. The Psychiatrist serves as chair of the treatment team.

5.3 Intake Mental Health Assessment

An important aspect of treatment is the early identification of inmates who suffer from mental illness and implementing assessments for the appropriate therapeutic intervention. Reception evaluations provide a comprehensive history of the inmate's mental health with treatment recommendations and provide Classification with useful information regarding the inmate's appropriateness for custody status and any specialized treatment or housing requirements that would benefit the inmate while incarcerated.

- a) Intake services are initiated at Kilby (males), Tutwiler Prison for Women (females), Donaldson and Holman (death row inmates only), and, on occasion, Limestone and St. Clair depending on the special needs of the inmate.
- b) Intake is among the most critical aspects of mental health services. Intake screening is performed by qualified mental health personnel within twelve (12) hours, but not to exceed twenty-four (24) hours, after arrival at Kilby and/or Tutwiler.
- c) All inmates will receive a screening history by a mental health nurse and be referred to an advanced level provider for any acute or chronic problem. Inmates referred by the mental health nurse to an advanced level provider will have a complete mental status examination.
- d) All inmates in need of mental health services, but not initially referred by the mental health nurse to an advanced level provider, will have a complete history, problem list, and treatment plan within seven (7) business days of intake.
- e) Provider orders will be processed by mental health nurses at facilities with an assigned mental health nursing post. When a mental health nurse is not available at the site level, mental health provider orders will be processed by medical nursing personnel.

Vendor mental health staff will:

- a) Be trained in identifying inmates at risk for self-harm or potentially in need of immediate mental health assistance when conducting the reception mental health screenings;
- b) Conduct the reception mental health screening when an inmate is admitted to the ADOC and before the inmate is placed in a housing area that does not provide constant correctional officer observation;
- c) Review transfer medical documentation prior to conducting the reception mental health screening to optimize available information about the inmate's mental status or treatment;
- d) Conduct the mental health screening in an area permitting inmate confidentiality and encouraging inmate self-reporting;
- e) Provide inmate an initial description of mental health services available in the ADOC, how to access these services, and the grievance process for mental health related complaints;
- f) Document the initial mental health screening on ADOC Form MH-011, Reception Mental Health Screening

Evaluation; and

- g) File original forms in the inmate's medical record and forward a copy to the ADOC Psychologist responsible for reception mental health evaluations.

When an inmate arrives at the ADOC with a current psychotropic medication order:

- a) The mental health nurse assigned to the reception process will be contacted to verify the order and ensure a supply of medication is available until a Psychiatrist can complete the evaluation;
- b) The mental health nurse will schedule the inmate for a psychiatric evaluation; and

When the reception mental health screening suggests an inmate may be at risk for harm to self or others or may be experiencing acute psychosis:

- a) The on-site Psychiatrist will be contacted immediately to evaluate the inmate;
- b) If the on-site Psychiatrist is not available, the inmate will be placed on suicide watch/mental health observation until the evaluation can be completed and the on-call Psychiatrist contacted for additional instructions.

The contract mental health staff member responsible for the screening will refer the inmate for a psychiatric evaluation if the inmate reports a history of mental health treatment, suicidal acts/ideation, physical violence toward others, or presentation indicates need for further clinical assessment.

Clusters of medical signs and/or symptoms in an inmate may indicate a need for further mental health screening or evaluation. Medical disorders often mimic symptoms of mental illness. Mental health screening staff will, at a minimum, inquire about:

- a) Past or current mental illness, including hospitalizations.
- b) History of or current suicidal ideation.
- c) Drug withdrawal symptoms.
- d) Other mental health problems as designated by the responsible psychiatrist.
- e) Current and past illnesses, health conditions, or special health requirements (e.g. dietary needs).
- f) Past serious infectious diseases.
- g) Recent communicable symptoms (e.g., chronic cough, coughing up blood, lethargy, weakness, weight loss, loss of appetite, fever, night sweats).
- h) Dental problems.
- i) Allergies.
- j) Legal and illegal drug use (including the time of last use).
- k) Current or recent pregnancy.

Inquiry should also include the abuse of alcohol and/or drugs:

- 1) Type of substance(s) abused;
- 2) Mode(s) of use;
- 3) Amounts used;
- 4) Frequency of use;
- 5) Date or time of last use;
- 6) Current or previous treatment for alcohol and/or drug abuse;
- 7) Medication being taken for an alcohol and/or drug abuse problem;
- 8) Current or past illnesses and/or health problems related to substance abuse; and
- 9) Document any findings on ADOC Form MH-011, Reception Mental Health Screening Evaluation.

Mental health screening staff will record an observation of the inmate's:

- a) Appearance (signs of trauma).
- b) Behavior.
- c) State of consciousness.
- d) Ease of movement (gait).
- e) Skin (e.g., lesions, jaundice, rashes, infestations, bruises, scars, tattoos, and needle marks or other indications of drug abuse).

These mental health considerations take into account that early identification of mental health issues can prevent unnecessary suffering, escalation of suicidal and/or violent behaviors, and the need for more intensive services.

The purpose of mental health intake screening is to:

- a) Identify and meet any urgent mental health needs of those admitted;
- b) Identify and meet any known or identifiable mental health needs that require medical intervention before the health assessment; and
- c) Identify and isolate inmates who appear behaviorally unstable.

Receiving screening is intended to identify potential emergency situations among new arrivals. It is a process of structured inquiry and observation designed to prevent newly arrived inmates, who pose a threat to their own or others' health or safety, from being admitted to the general population by providing urgent treatment and care. Also, particular attention must be paid to signs of trauma and abuse. All mental health staff is to report

suspected abuse of an inmate to the appropriate authority. Inmates arriving with signs of recent trauma will be referred immediately for medical observation and treatment.

Inmates with mental disorders are often unable to give complete or accurate information in response to health status inquiries. Good interviewing skills and training are critical for the intake screening staff. At a minimum, mental health receiving staff should be trained to:

- a) Conduct an adult mental status examination;
- b) Determine the appropriate disposition of an inmate based on responses to structured interview;
- c) Document findings on ADOC Form MH-011, Reception Mental Health Screening Evaluation; and
- d) Administer CPR/AED.

At intake, all inmates entering the system will be assigned a mental health code by the mental health staff as outlined in ADOC Administrative Regulation 613, Mental Health Coding and Tracking of Inmates (Appendix J). The contract mental health On-Site Administrator will maintain a monthly log, ADOC Form MH-012, Reception Mental Health Screening Log, to identify trends in the number of inmates admitted with mental health problems. This log will be submitted to the contract Mental Health Director with the monthly Mental Health Services reports.

The contracted mental health staff is responsible for providing pertinent mental health coding information to the ADOC Classification Supervisor. Such information will be considered in the institutional assignment of the inmate. Once an inmate is assigned to a facility, the inmate's mental health needs will be met by the contracted mental health staff at that facility, or the nearest facility where contracted mental health care staff are assigned.

5.4 Transfer and Receiving Screening

Qualified mental health care personnel will review, evaluate, and document pertinent mental health information to be forwarded to the treatment staff at the receiving facility with the individual inmate medical record (in-state) and all prescribed medications (excluding narcotics) upon notice by ADOC of the intent to transfer. Mental health information and medications will be sealed and secured when handing to the transferring officer for transport to the next facility.

Within twelve (12) hours, Monday through Friday, not to exceed sixty-four (64) hours from any Friday to Monday, of inmate arrival at the receiving institution, inmate will be screened by qualified mental health staff. Screening will include, but is not limited to, the following:

- a) Mental health staff will prepare a Transfer and Screening Form, ADOC Form MH-011, Reception Mental Health Screening Evaluation or ADOC Form MH-048, Mental Health Unit (RTU/SU): Admission/Transfer Form on each inmate transferring to another location. This form will be given to the Transport Officer and delivered to the health care unit upon reception at the receiving facility and completed by mental health staff at the receiving facility.
- b) In the case of transfers from other ADOC facilities to facilities without routine on-site mental health services, mental health personnel upon their next scheduled visit will complete the initial intake screening. At a minimum, the following items will be noted:
 - 1) Allergies, particularly regarding medications;

- 2) Mental health screening and evaluation form;
 - 3) Identification of mental health and/or substance abuse problems;
 - 4) Current treatment plan;
 - 5) Current medications; and
 - 6) Pending appointments for diagnostic work or consultation.
- c) Access to Care information (ADOC Form MH-002, Inmate Orientation to Mental Health Services) will be provided verbally and in writing to the inmate by the mental health staff. Inmate will sign acknowledgement of understanding. The original document will be filed in the medical record and a copy provided to the inmate.
- d) Prescribed medications and MAR are transferred to unit pharmacy for administration as directed.

5.5 Stabilization Units

Stabilization Units are located at the following institutions:

- a) Bullock Mental Health Unit – 30 in-patient beds.
- b) Tutwiler Prison For Women – 8 in-patient beds.
- c) Kilby Reception Center – 6 in-patient beds.

The goal of these units is to provide short-term intensive mental health care to reduce acute symptoms, allow for stabilization, or consider for transfer to an in-patient psychiatric hospital. These units provide 24-hour nursing coverage. Psychiatric coverage will be on-call 24-hours a day.

Multidisciplinary Treatment Team

Each Stabilization Unit will utilize a multidisciplinary treatment team approach. The team will minimally be comprised of a psychiatrist, psychologist, mental health professional, mental health nurse, and a correctional officer. The treatment team will be responsible for directing an inmate's treatment and discharge, while assigned to the unit.

Criteria for Admission to a Stabilization Unit

- a) Suicidal thoughts or other indicators of imminent self-harm.
- b) Overt signs of emotional instability:
 - 1) Abrupt behavioral changes that require close observation and monitoring.
 - 2) Inappropriate or unusual behavior that may be indicative of underlying emotional disturbance.
 - 3) Decompensation in level of mental functioning due to medication non-compliance.
- c) Routinely the psychologist and/or psychiatrist will clinically determine admission to a Stabilization Unit.

An inmate transferring from a County Jail facility may be directed to an SU by the ADOC Director of Treatment and/or Associate Commissioner of Health Services, if the sending agency reports inmate to be mentally decompensating and/or at risk for self-harm or harm to others, at the time of transfer. The attending psychiatrist will evaluate the inmate within twenty-four (24) hours of placement and make the clinical determination as to whether the inmate is at risk, or can be managed in a less restrictive housing area within the institution.

- d) Nursing assessment will include consideration of all relevant medical, mental health, and medication issues.
- e) A mental status examination will be completed within twenty-four (24) hours of an inmate being assigned to a SU. A comprehensive treatment plan will be formulated and documented within forty-eight (48) hours of placement on the SU. This treatment plan will clearly outline relevant clinical issues and proposed treatment modalities to ameliorate the current crisis.

Treatment Services on the Stabilization Unit

Treatment interventions will focus on goals formulated in the treatment plan. Treatment includes assessment by psychiatrist for psychotropic medication, counseling (individual and short-term programming focused on symptom management and treatment compliance), and recreational activities.

Discharge from a Stabilization Unit

The multidisciplinary team will determine when an inmate is sufficiently stabilized to be discharged from the unit. The multidisciplinary team will outline any additional mental health needs or medical services that the inmate may benefit. These assessments will be documented in the inmate's medical record.

5.6 Residential Treatment Units

The goal of the Residential Treatment Unit (RTU) is to stabilize, support, and ensure positive reintegration of the inmate into a regular general prison population. The inmate will receive multidisciplinary treatment. Admission to and discharge from these units will be based on clinical decisions, supported by documentation in the medical record. The ADOC Director of Treatment and/or Associate Commissioner of Health Services may request a direct admission to an RTU based on an urgent or emergent need. These admissions will be evaluated within seventy-two (72) hours of placement by the contractor's Chief Psychiatrist for appropriate placement and treatment.

Residential Treatment Units will be located at the following institutions:

- Donaldson – 96 Inpatient beds,
- Bullock – 256 Inpatient beds (includes 30 SU beds)
- Tutwiler – 50 Inpatient beds (includes 8 SU beds)
- Limestone – 8 inpatient beds (special needs only at the time of the release of this RFP; subject to change within the next twelve (12) to eighteen (18) months)
- Kilby (short term) – 10 inpatient beds (includes 6 SU beds)

Criteria for Admission to an RTU

- a) Discharge from a Stabilization Unit.
- b) Chronic mental illness with a poor adjustment to the general prison population.

- c) Abrupt behavioral change leading to poor reality contact.

Treatment Services

- a) Within twenty-four (24) hours of placement on a RTU, nursing staff will complete a nursing assessment, documenting relevant findings in the inmate's medical record.
- b) Within forty-eight (48) hours of placement on a RTU, the inmate will be interviewed by the treatment coordinator and have a treatment plan developed outlining short-term and long-term goals. The treatment plan will also recommend appropriate programming. A day treatment program model will be utilized.
- c) The program staff will be multidisciplinary in nature. Treatment programs will be provided 8:00 a.m.– 5:00 p.m., Monday through Friday. Vendor should configure staffing schedules to provide week end coverage at a minimum of four (4) hours on Saturday, twice per month, at Bullock, Donaldson, and Tutwiler. The Mental Health Manager assigned to these institutions will pre-schedule Saturday programs with the Warden of the facility to ensure the Warden's approval and the proper security coverage during these times frames. An inmate assigned to a RTU unit will be programmed with as much out of cell time as clinically directed by the treatment plan.

Mental Health Workshops on the RTU

Vendor staff will provide each designated RTU with a range of planned and regularly scheduled workshops and groups to foster the well-being of inmates assigned to the unit. Treatment topics will include, but not limited to:

- a) Medication Management: can range from teaching the inmate about the reasons for and effects of medication, to programs designed to reduce or eliminate the use of medication.
- b) Cognitive Retraining: structured group learning programs to enhance self-awareness, develop self-control, learn problem solving techniques, and improve interpersonal communication.
- c) Stress Management: teaching inmates how to recognize and appropriately deal with stress.
- d) Anger Management: teaching inmates to become aware of the facets of anger, understanding anger, and how to appropriately deal with anger.
- e) Activity Therapy: includes planned supervised group and/or individual activities that provide appropriate physical release, an opportunity to learn group cooperation and enhance attention/ concentration skills.
- f) Social Skills Training: a series of group and/or individual exercises designed to develop an awareness of one's impact on others, reduce negative interactions, and promote positive social experiences.
- g) Biblio-therapy: includes the use of books, pamphlets, and videotapes to facilitate personal growth and increase one's understanding of life in general.
- h) Gender responsive treatment modules – includes, but not limited to, victims of domestic violence and/or sexual abuse.

Discharge Procedures

- a) Every inmate on a RTU will be reviewed by the multidisciplinary treatment team at least monthly to document the inmate's progress towards achieving treatment plan goals. These reviews will be documented in the inmate's medical record. When the treatment team feels that the inmate has sufficiently benefited from treatment, a recommendation will be made in the discharge summary to have the inmate returned to the institution of origin.
- b) Once discharged from the unit, the on-site mental health manager will be responsible for contacting the ADOC psychologist or psych associate at the institution where the inmate is assigned so as to ensure continuity of care.

5.7 Community Discharge Planning at EOS and/or Parole

Discharge planning is provided for inmates with serious mental health needs whose release is imminent. Vendor will ensure inmate's mental health needs are met during transition to a community provider. Vendor will arrange referral for follow-up services with community providers and ensure inmate has a thirty-day (30) supply of currently prescribed medication(s) or pre-paid prescription(s).

Discharge planning is the process of providing sufficient medications and arranging for necessary follow-up mental health services before the inmate's release to the community. Discharge planning includes the following:

- a) Formal linkages between the facility and community-based organizations.
- b) Lists of community providers.
- c) Discussions with inmate emphasizing importance of appropriate follow-up, continued treatment compliance and aftercare.
- d) Specified appointment(s) and/or medication(s) arranged for inmate at time of release.

When care of inmate is transferred to community providers, information is shared with community providers. Vendor will work with ADOC Re-Entry Coordinators and Medical Vendor Special Needs Manager for mental health inmates needing residential treatment or special needs placement in the community upon release. Discharge planning should begin thirty (30) days prior to planned release and/or EOS, or earlier if notice is given. Where applicable, Vendor will assist inmates in their application to entitlement programs.

5.8 Court Ordered Community In-patient Services

In-patient psychiatric care is provided through the civil commitment process at the probate court. Vendor is responsible for notification and evaluation of an inmate, when deemed appropriate for commitment at EOS and/or Parole. Vendor will work closely with the ADOC Psychologist assigned to Tutwiler PFW and Bullock CF in making application and preparing a required affidavit for commitment. Vendor treatment staff will attend court hearings and inquires for commitments with ADOC Legal counsel.

5.9 Outpatient Services

Out-patient mental health services are provided for inmates with a mental health code of MH-1 and MH-2, who are able to function within the general prison population. A team approach to include a psychiatrist, mental health professional, mid-level provider, and/or mental health nurse is required in providing treatment for an inmate on the out-patient mental health caseload.

- a) Individual treatment plans will be reviewed every six (6) months if there is no change in an inmate's functioning.
- b) Psychiatric monitoring will occur every ninety (90) days, mental health professional follow-up every sixty (60) days, and weekly monitoring of medication compliance by a mental health nurse.
- c) Supportive counseling/programming and increased monitoring of inmates assigned to segregation are essential.
- d) Treating psychiatrist may order additional oversight/monitoring and/or increased frequency in counseling sessions if deemed clinically indicated.
- e) Inmates on the out-patient mental health caseload will have the same access to institutional programming and jobs as other general prison population inmates.

5.10 Services to Inmates at Work Release Centers

Vendor will provide reasonable and necessary mental health care to inmates in the custody of the ADOC assigned to Work Release Centers (WRC) within the State of Alabama. Work Release Centers within this provision shall include those listed in Section 1.18 Vendor Services, ADOC Work Release/Community Based Facilities.

Mental health staff will coordinate services for inmates who transfer within the ADOC system identified with Mental Health Codes or who currently receive psychotropic medication. The medical or institutional files will be reviewed and mental health staff will interview each inmate on the mental health caseload. Mental health intra-system transfers will comply with AR 614, Intra-System Mental Health Transfers.

Mental health services rendered by Vendor at the WRCs will be sufficiently tailored to meet the needs of inmates at the WRCs who do not require the scope or degree of mental health services available at ADOC secured facilities. Relative to the limited space for mental health staff at the WRCs and reduced mental health acuity of inmates transferred to the WRCs, the following mental health services will be available on site at each WRC:

- a) Assignment of a treatment coordinator to inmates identified as MH-1 who are provided individual counseling/monitoring no less than once every 90 days with documentation on ADOC Form MH-40, Progress Notes, and ADOC Form MH-036, Outpatient Individual Inmate Contact Log.
- b) Monitoring by a Psychiatrist as clinically indicated, but not less than every 90 days, with documentation on ADOC Form MH-035, Outpatient Psychiatric Services Log.
- c) Counseling sessions addressing medication compliance with documentation on ADOC Form MH-024, Psychotropic Medication Report.
- d) Crisis intervention for inmates in acute distress, with documentation on ADOC Form MH-040,

Progress Notes.

- e) Consultation to the disciplinary process for inmates suspected of having mental health issues related to behavior/management problems, with documentation on ADOC Form MH-041, Mental Health Consultation to the Disciplinary Process.
- f) Discharge planning for inmates on the mental health caseload, with documentation on ADOC Form MH-040, Progress Notes.
- g) Documentation, distribution, and management of the Keep On Person (KOP) medication program.
- h) Transfer screening and/or evaluation for mental health needs.

Mental health staff will be responsible for identifying inmates who may be in need of mental health care beyond the scope of services at the WRC. Mental health staff will notify the ADOC – OHS to recommend transfers of such inmates to an ADOC secure facility to better accommodate their mental health needs in a timely manner. The ADOC – OHS will be notified immediately of any inmate whose level of functioning deteriorates and/or becomes non-compliant with treatment making assignment at the WRC no longer suitable.

5.11 Acute and Chronic Long Term Care

For inmate requiring a higher level of care or more intensive mental health services than available at assigned institution, transfer to another ADOC institution better suited to behaviorally care and/or manage inmate will be considered.

5.12 Inmate Health Education

As part of mental health services, mental health programming is an important and required component of the total mental health care delivery system. Mental health programming includes inmate education and training in self-care skills. Mental health programming consisting of sessions and workshops, will be provided on a daily basis to inmates assigned to Residential and Intensive Stabilization Units and weekly basis for the outpatient mental health caseload.

Selected topics for these sessions and workshops may include, but are not limited to:

- 1) Personal hygiene;
- 2) Nutrition;
- 3) Physical fitness;
- 4) Stress management;
- 5) Anger Management
- 6) Sexually transmitted infections;
- 7) Chemical dependency;
- 8) Tuberculosis and other communicable diseases;
- 9) Effects of smoking;
- 10) Hypertension;
- 11) Epilepsy;
- 12) Diabetes;
- 13) Depression;
- 14) Self-Concept;
- 15) Responsible Living;
- 16) Trauma and Abuse;

- 17) Parenting Skills;
- 18) Values Clarification; and
- 19) Domestic Violence.

5.13 Continuity of Care

The facility ensures that inmates receive diagnostic and other mental health services as ordered by clinicians. Diagnostic and treatment results are used by clinicians to modify treatment plans as indicated. Laboratory tests are ordered and completed in a timely manner. There is evidence in the medical record of the ordering clinician's review of results. If changes in treatment are indicated: 1) the changes are implemented or 2) clinical justification for an alternative course is noted. Medications and other therapies are given as ordered. Clinic appointments are met. The treating psychiatrist is responsible to ensure continuity of care from admission to discharge. Mental health clinicians should collaborate with health care staff to ensure that when care ordered by medical and/or dental providers is disrupted due to a mental health crisis, it is rescheduled.

5.14 Administrative

In addition to providing on-site, off-site, and personnel services, Vendor will provide a professional management program to support mental health services within the ADOC.

- a) Vendor will design and recommend any new policies, procedures, and protocols for the mental health units and mental health staff in concert with the ADOC Director of Treatment and Associate Commissioner of Health Services.
- b) Vendor will be responsible for ensuring that its staff reports any problems and/or unusual incidents to the ADOC – OHS Regional Clinical Manager, Director of Treatment, and Warden of the facility.
- c) A representative of Vendor will meet with the ADOC Director of Treatment and/or ADOC-OHS representatives at least once a month to discuss problems and progress in the fulfillment of contractual requirements.
- d) Vendor will develop a mechanism to provide review of cost containment procedures. Results will be reported to the ADOC at the monthly administrative meetings with the ADOC Director of Treatment and/or ADOC-OHS representatives.
- e) The contracted mental health staff must document all mental health care contacts in the inmate's medical record using the SOAP note format.

5.15 Emergency Services

Vendor will make provisions and be responsible for all costs for twenty-four (24) hour emergency mental health care, including, but not limited to, twenty-four (24) hour psychiatric on-call services. Written policy and procedure will provide for both urgent and emergent conditions to include:

- a) Emergency transport of the inmate from the facility when required.
- b) Emergency on-call psychiatrist.
- c) Security procedures for immediate mental health transfer of an inmate.
- d) All health care and correctional staff on shift will be trained in emergency procedures for obtaining

emergency mental health care and responding to emergencies.

- e) Sexual assault response, care, and intervention according to PREA and SANE requirements.
- f) Qualified mental health care personnel must be certified in CPR/AED nationally recognized training and re-certified on a yearly basis.
- g) Current list of call back personnel, with contact means for disaster response situations.
- h) Current list of off-site community mental health provider services, with contact information to include emergent call numbers.

5.16 Elements of Adequate Treatment

- a) Access to the most effective and appropriate psychotropic medication recommended by the treating psychiatrist.
- b) Inmate informed consent for medication documented on consent form (ADOC MH-023, Psychiatric Medication Consent: General). A standardized stamp may be utilized indicating potential benefits and side effects of the prescribed medication have been discussed with the inmate and inmate accepted the medication.
- c) Psychiatric or psychological individual contact as clinically indicated.
- d) Mental health professional staff individual contact at a minimum of sixty (60) days.
- e) Mental health nursing staff monitoring of medication compliance and required laboratory testing.
- f) Patient specific inmate medication education.
- g) Counseling/programming to increase coping skills and provide support.
- h) Activities to promote socialization.
- i) Access to adequate out-of-cell time and outdoor recreation. Unless clinically contraindicated, inmates will be provided out-of-cell time equal to that of inmates of the same security level without mental illness.

5.17 Staff Training

Staff training is essential because the provision of mental health services ultimately reduces disciplinary problems and assaults on staff and other inmates. Staff training also results in fewer emergencies because staff are more aware of an inmate's level of functioning and more effectively provide intervention services.

- a) Vendor will provide the following services for ADOC security and program staff:
 - 1) Disciplinary Hearing Officers will receive additional and ongoing training on the presenting signs and symptoms of a mental illness.
 - 2) Two-day (2) Specialized Training will be offered to Officers and staff who work on the Stabilization and Residential Treatment Units.

- 3) ADOC Administrators, Security, Classification, Psychological Services, and other staff will receive regularly scheduled training in the management of mentally ill inmates, at a minimum of four (4) hours of annual training.
 - 4) Vendor will train Corrections Officers in the proper procedures for reporting mental health needs and/or requests, at a minimum of four (4) hours of annual training.
- b) Vendor, as requested, will provide training at each of the basic and annual training classes conducted by ADOC for correctional officers and other ADOC staff at facility sites.

Topics will include, but not be limited to, as follows:

- 1) Handling mental health complaints.
- 2) Recognizing suicide potential.
- 3) Signs and symptoms of mental illness.
- 4) Different types of mental illness.
- 5) Effective management of inmates with a mental illness.
- 6) Crisis intervention strategies.
- 7) Psychotropic medication.
- 8) Treatment planning.
- 9) Mental health Administrative Regulations.
- 10) Lowered intellectual functioning.
- 11) Communicable diseases/Universal precautions.
- 12) Chemical dependency.
- 13) Personality Disorders.
- 14) Other mental health topics/issues as deemed appropriate.

Vendor Mental Health Staff Responsibilities:

- a) Psychiatrist:

Conducts comprehensive evaluation that provides DSM IV diagnosis and initial recommendations for treatment plan; participates in multidisciplinary treatment team and serves as clinical chair.

- b) Mental Health Nurse:

Verifies inmate prior psychotropic medication; conducts initial/discharge assessments; medication administration; track medication compliance and laboratory testing; assists in psychiatric clinic;

participates in multidisciplinary treatment team; conducts medication education; documents medication effectiveness and side-effects. Reports to medical staff any new clinical assessment related to physical health issues.

c) Psychologist:

Provides clinical oversight and consultation; provides comprehensive evaluation when referred inmate has not been receiving psychotropic medication; provides mental health workshops; provides daily follow-up of inmates in crisis cells; provides individual counseling; interprets psychological testing; participates in multidisciplinary treatment team.

d) Mental Health Professional:

Conducts reception evaluations; conducts mental health rounds in segregation units; provides mental health consultation to disciplinary hearings; participates in multidisciplinary treatment team; conducts mental health workshops; provides individual counseling sessions.

e) Activity Technicians:

Conducts individual/group activities and programming; participates in multidisciplinary treatment team.

f) Clerical Support/Data Input:

Files mental health information into medical record; inputs data for mental health classification; transcribes psychiatric evaluations; processes requests for prior treatment records.

5.19 Pharmacy Services

Mental health services are currently provided to ADOC inmates under a separate provider agreement from medical services. The mental health Vendor is expected to work in concert with the health care Provider in the delivery of a holistic health services system. Collective and multidisciplinary services will be provided in accordance with all ADOC Administrative Regulations and Policies associated with the delivery of mental health services.

The medical services Vendor will provide the mental health Vendor the opportunity to purchase medications utilized in the treatment of mental illness, at the acquisition cost of the medical Vendor's pharmacy provider and current dispensing fee per prescription. The mental health Vendor may choose not to utilize the medical services pharmacy provider with prior approval from the ADOC Associate Commissioner of Health Services. The successful mental health Vendor will assume all expenses related to the cost of mental health medication, to include packaging and delivery.

Medications utilized in the treatment of mental illness will be at the Vendor's expense. Subsequently, mental health medications purchased, but not distributed, in accordance with the laws of Alabama and return policy of PharmaCore, Inc. will be credited back to the mental health Vendor. Vendors are to consider this monetary credit in their overall cost of pharmaceuticals.

From October 1, 2013, to October 1, 2014, the dispensing fee per prescription financially incurred by the successfully mental health Vendor will not exceed four dollars and six cents (\$4.06) per prescription during this time period. This dispensing fee will increase on an annual basis at the time of each contract renewal term by three percent (3%). This annual increase will not exceed the three percent (3%) during each initial term of the contract.

The ADOC and its' medical and subsequent pharmacy provider, PharmaCore, are currently in the process of implementing an Electronic Medication Administration Record (EMAR). This system will provide for a number of current functions of quality assurance and accountability in the delivery of pharmacy services. The mental health vendor will ensure all licensed mental health staff, ordering or administering medications, are properly trained in the EMAR system and maintain compliance in the utilization of this program.

- a) Vendor is accountable for aspects of Pharmacy Services related to the procurement, inventory control, dispensing, and disposal of all psychotropic medications. The population served includes all inmates assigned to the ADOC in need of mental health services. All dispensing, processing, inventory, and returns for credit must be in accordance with Alabama State law, Federal law, and pharmacy regulatory boards. Vendor is responsible for the cost of all psychotropic and non-prescription medications prescribed by their licensed providers.
- b) All medications must be prescribed or countersigned by a licensed provider. Records of administration and medication profiles must be maintained. Reports of medication usage must be reported to the CQI Committee on a monthly basis. Formulary revisions must be specified and are subject to review and input from the ADOC.
- c) Vendor is responsible for management controls, staffing, and quality assurance of pharmaceutical services.
- d) Vendor will provide a licensed pharmacist as a formulary consultant and pharmo-economic specialist to the ADOC.
- e) Vendor will provide, furnish, and supply pharmaceuticals and drugs to the ADOC utilizing a "unit of use" or a standard correctional institution blister card packaging method. Each packaged medication will be individually labeled per card. The label will minimally include the drug name, strength, lot number, expiration date, and manufacturer. If modified unit of use system such as a card or blister pack is utilized, each card or pack will be labeled as a prescription. Prescriptions will minimally be labeled to include the inmate's name and AIS number, drug name, dosage, directions (frequency of administration), and any applicable warnings or dietary instructions, or other information as required by law.
- f) Vendor will provide liquid psychotropic medications in unit of use, individually labeled, and packaged when specified by the treating psychiatrist/nurse practitioner.
- g) Vendor will package non-controlled, non-abusable medications in no more than a month's supply as ordered by the on-site psychiatrist or nurse practitioner.
- h) The ADOC will have prior review of the final established formulary. Restricted exclusions from the formulary must be identified and justified by Vendor's Chief Psychiatrist.
- i) Vendor will maintain copies of all prescriptions issued to inmates in a permanent file for a period of five (5) years. Copies will be provided to the ADOC upon request.
- j) Vendor will generate computerized reports and provide statistical information by drug and provider, number of prescriptions, and doses dispensed monthly to comply with ADOC monthly statistical reports for Mental Health Services.
- k) Vendor will maintain appropriate documentation including, but not limited to, inventory records, controlled drug perpetual inventory, and inmate profiles. All documentation will be available for review by ADOC designated authorities.

- l) Vendor will provide the ADOC with copies of records within twenty-four (24) hours of the request.
- m) Vendor will provide a pre-printed medication administration record (MAR) to include all information contained on the prescription label and the name of the practitioner who prescribed the medication on a monthly basis, and as otherwise indicated. The initial MAR must be computer generated with only add-on prescriptions during the month being added with a printed label being affixed to the MAR.
- n) Vendor will conduct monthly inspections of all institutional areas where medications are maintained. Inspections will include, but not be limited to, the expiration dates, security, storage, and review of medication records.
- o) Vendor will provide all medications upon a written order or a call-in order from the psychiatrist or nurse practitioner. The written order may be in the form of an electronic transfer or facsimile with original prescription to follow.
- p) Vendor will supply all psychotropic medications within forty-eight (48) hours of the order submission, Monday through Saturday, excepting holidays. Vendor will deliver all STAT orders within (4) hours of the call-in order. STAT orders requiring a Sunday and/or holiday delivery will be within a reasonable time frame established by the institution.
- q) Vendor will maintain a computer generated packing slip with each delivery of medication from an off-site pharmacy. The packing slip will list doses by inmate name, number, date, medication, number of doses and prescription number, and stop date to be verified by the Pharmacy Inventory Manager at the institution.
- r) PharmaCore, Inc. will provide all forms necessary for ordering controlled drugs, any logs, or inventories, medication administration records, inmate profiles, prescriptions, and any other forms as needed by the medical personnel.
- s) Vendor will not be responsible for providing any products to the commissaries. Availability of an over-the-counter (OTC) item on the commissary does not preclude Vendor from having to provide any product ordered by a physician.
- t) Contracted staff will comply with all sign-in and sign-out procedures, and rules and regulations of the institution, while making deliveries.
- u) Vendor will provide a facsimile (FAX) machine for legal transmission of hard copy of provider orders or an equitable courier/delivery system if the pharmacy is local for off-site services.
- v) PharmaCore, Inc. will maintain a system for assuring retention of all computer stored data and provide a back-up system for delivery of services during "down time." During such times, call-in orders from a registered nurse to a pharmacist are acceptable.

5.20 Pharmacy and Therapeutics Committee

A Pharmacy and Therapeutics Committee, consisting of at least the Chief Psychiatrist, Director of Nursing, Program Administrator, and Consulting Pharmacist, will meet on a quarterly basis.

This committee, which will report to the Quality Improvement Committee, will be responsible for recommending additions and deletions to the formulary. The usage of all pharmaceuticals, including

psychotropic medications, will be closely monitored and prescribing patterns identified. The Committee will also assist with drug utilization audits.

5.21 Laboratory

- a) Mental Health staff will obtain specimens required in the treatment of their active case load, related to the administration of mental health medications. The medical Vendor will supply all materials required for the collection of these specimens. These specimens will be processed through the medical Vendor's laboratory services. The medical Vendor will be responsible for the associated costs of the processing of specimens utilized in mental health treatment.
- b) Medical Vendor will ensure all subcontracted laboratory services meet State licensure requirements. The subcontracted laboratory service will provide documentation of routine quality control activities as requested.
- c) Vendor must provide consistent and current Laboratory Guidelines for therapeutic utilization of psychotropic medications. A copy of these guidelines is to be included as part of the Vendor's response.
- d) Laboratory services must include, but are not limited to, phlebotomy, specimen preparation, test results, expected turn-around times, panic values, and any quality improvement indicators. The ADOC reserves the right of approval for any laboratory subcontractor or laboratory interface change.
- e) All STAT laboratory work will be performed at a local hospital or qualified laboratory nearest the institution. Results will be telephoned immediately to the requesting physician with a written report to follow within a reasonable time.
- f) A psychiatrist or other qualified mental health provider will check, initial, and date all laboratory results within an appropriate time to assess the follow-up care indicated and to screen for discrepancies between the clinical observations and the laboratory results. In the event that the laboratory report and the clinical condition of the inmate do not correlate, it will be the responsibility of the mental health provider to reorder the lab test or make a decision concerning the next appropriate diagnostic measure.

5.22 Medical Records

The ADOC does not currently utilize an electronic medical record (EMR) system. Health records are in hard copy format. Vendor is expected to provide assistance in strategic planning and implementation of the electronic medical records system, as it develops. Vendor will be expected to follow the following guidelines in records management under the current medical records system:

- a) Vendor is responsible for the maintenance, retention, and timely transfer of a complete, standardized problem oriented medical record for all inmates in receipt of mental health services in accordance with prevailing medical regulations governing confidentiality, retention, and access. Medical record forms and checklists utilized at the time of contract award will continue to be required for use by Vendor. Any changes in mental health record forms used currently or in the future require the approval from the ADOC – OHS.
- b) Medical Record format is organized and maintained in accordance with ADOC – OHS Policies and Procedures H-1 and H-2. Vendor will ensure medical records are complete, filed promptly, and contain accurate legible entries. The medical records will meet ADOC standards and, at a minimum, contain the following information:

- 1) The complete Reception screening form;
 - 2) Health appraisal data forms;
 - 3) All findings, diagnoses, treatments, dispositions;
 - 4) Prescribed medications and their administration;
 - 5) Laboratory, x-ray, and diagnostic studies;
 - 6) Signature and title of each document;
 - 7) Consent and refusal forms;
 - 8) Release of information forms;
 - 9) Place, date, and time of health encounters;
 - 10) Discharge summary of hospitalizations;
 - 11) Health service reports, dental, psychiatric, and other consultations; and
 - 12) Problem list.
- c) Every inmate must have a medical record covering all medical, mental health, aftercare counseling services, and dental procedures. Medical records must be kept up-to-date at all times. In the event of an inmate being transferred, the medical record will be forwarded to the appropriate ADOC facility. Vendor must have written policy and procedures for maintaining a unified mental health record system. Such a system will include:

1) Emergency Information Transfer

- a) Vendor will develop a procedure for the transfer of pertinent mental health record information to the on-call psychiatrist.
- b) Vendor will develop a procedure for the transfer of pertinent mental health record information to an assigned ADOC facility if sending to a hospital.

2) Records Format

The SOAP recording format will be maintained for the medical record.

3) Security of Inmate Files

Inmate medical files/records are confidential. Only authorized employees of Vendor and the ADOC are allowed access to an inmate's medical record. Access to files will also be in accordance with the rules established by the ADOC. Vendor will strictly adhere to all policies and procedures for safeguarding the confidentiality of such files.

- a) Medical record forms will follow the ADOC format of approved forms.
- b) Vendor will obtain signed consent forms from an inmate when necessary.
- c) The consent form will be placed in the inmate's medical record.
- d) All medical records are the property of the ADOC. Any disputes of record information retrieval will be referred to the Associate Commissioner of Health Services or, in emergency situations, the Warden or designee of that facility.

5.23 Mortality and Peer Review Process

Mortality Reviews

- a) During the Term of this proposed agreement, the Vendor's Chief Psychiatrist will participate in mortality/peer reviews involving the death of any inmate while incarcerated in an ADOC facility. Facility mortality/peer reviews shall be conducted within thirty (30) days after the death of any inmate. The nature, scope, and extent of participation of each such mortality/peer review shall be determined by the Medical Vendor.
- b) The mortality/peer review process is intended to be confidential and privileged. All necessary steps will be taken to protect and maintain the confidentiality of any and all documents created, drafted, or otherwise prepared during the mortality/peer review process, unless required to do otherwise by a court of competent jurisdiction.
- c) Vendor and the ADOC will not disseminate, circulate, distribute, or otherwise communicate any findings made or conclusions reached during the mortality/peer review process and/or the contents of any documents created, drafted or otherwise prepared during the mortality/peer review process.

Peer Review

Vendor will minimally provide a psychiatrist peer review program as directed by their corporate Medical Director and/or Regional Medical Director. The program will consist of at least four (4) hours of on-site psychiatrist time every four (4) months/three (3) times a year to conduct chart reviews of the facility. Vendor's Medical Director or Regional Medical Director will provide peer review in the following areas:

- 1) Psychiatrist in-patient/out-patient encounters;
- 2) Mental Health Unit admissions;
- 3) In-patient hospitalization;
- 4) Specialty referrals/off-site procedures;
- 5) Prescribing patterns; and
- 6) Ancillary service utilization.

Each area must be reviewed annually.

5.24 Daily Review of Mental Health Requests

Daily review of inmate mental health request slips (ADOC Form MH-008, Referral to Mental Health) will be conducted in accordance with ACA and NCCHC standards. Mental health requests from inmates residing in a secured facility with daily mental health services must be reviewed within twenty four (24) hours of request being submitted by the inmate. Collection and review of all request slips will take place seven (7) days a week, to include holidays and weekends. When qualified mental health professionals are not on duty within a 24-hour period, health-trained correctional staff, using established ADOC mental health administrative regulations, review and respond to the inmate's request. When responding to a mental health emergency, medical and correctional staff will contact the on-call psychiatrist. The name, address, and telephone number of the on-call psychiatrist will be made available to these staff.

For those facilities without daily mental health services, the request slip will be reviewed the next scheduled clinic day. Inmates can access mental health services by writing a request slip and dropping it in a locked box marked “Mental Health.” The slips are picked up by mental health staff. Mental health request slips will be reviewed daily by the On-Site Administrator and assigned to a Treatment Coordinator for follow-up. When a request slip describes a clinical symptom, a face-to-face encounter between the inmate and a mental health professional is required. The On-Site Administrator will make an immediate referral to a higher level practitioner as necessary or when the inmate has twice previously complained of the same mental health problem.

All mental health request slips when reviewed will be dated, timed, and initialed by designated mental health staff. Inmates will be provided written instruction advising them of the next step in their plan of care inclusive of educational information, follow-up instructions, or referral to a higher level practitioner. Inmates will not be provided off-site appointment date information due to security considerations.

All mental health request slips are to be tracked by logging the initial request and each referral step through completion of the request on ADOC Form MH-009, Inmate Self – Referral Log.

5.25 Comprehensive Quality Improvement Program

Vendor will specify guidelines and procedures for a Comprehensive Quality Improvement Program (CQI). Vendor’s corporate Medical Director will establish a program for assuring quality care and services are provided to inmates. The CQI will evaluate the mental health care provided to inmates at both on-site and off-site facilities for quality, appropriateness, continuity of care, and recommendations for improvement. Report of the findings will be presented at the monthly administrative meeting between Vendor and ADOC Director of Treatment or ADOC-OHS representative.

- a) Vendor will provide a management information system capable of providing statistical data necessary for the evaluation and monitoring of mental health services.
- b) Information gathered by Vendor will be utilized for the preparation of the following documents:
 - 1) Monthly reports of services to include, but not limited to, report outline in Appendix I;
 - 2) Reports for administrative meetings with ADOC officials; and
 - 3) Semi-annual and annual reports for the analysis of services provided.
- c) Data collection will be monitored by the On-Site Administrator. Monthly reports will be generated and presented for discussion at each Quality Improvement Committee meeting. Any significant variances in the data will be investigated and discussed during these monthly meetings. All documents pertaining to mental health services will be forwarded for evaluation to the Quality Improvement Committee for evaluation.

5.26 Nursing Assessment Protocols

Nursing assessment protocols are helpful in the clinical management of inmates. Protocols are written instructions or guidelines that specify the steps to be taken in evaluating an inmate’s mental health status and providing interventions in accordance with the current Alabama Nurse Practice Act. Protocols help ensure that nurses who provide clinical services are adequately trained and do so under specified guidelines. Such protocols may include acceptable first-aid procedures that ordinarily would be treated by the individual through self-care or they may address more serious symptoms, such as chest pain, shortness of breath, or intoxication.

Protocols provide a sequence of steps to be taken to evaluate and stabilize the inmate until a clinician is contacted and orders received for further care.

Treatment with prescription medication is initiated only upon the written or verbal order of a licensed clinician (e.g., psychiatrist, nurse practitioner). Standing orders are not used except for preventative medical practices that are in keeping with current community standards.

5.27 Oral Care

Mentally ill inmates often have significant dental health needs. Factors that may account for this include: inattention to personal hygiene, poor nutrition, and/or insufficient financial means. Mental health staff should be aware of and understand the need for and role of dental services as an important component of an inmate's overall health care. Poor oral health has been linked to numerous systemic diseases. Dental care should be based on need. Noncompliance with good oral hygiene practices should not be used as the basis to deny needed oral care.

5.28 Nutrition Service/Therapeutic Diets

The ADOC provides medically necessary special diets. Vendor is responsible for working collaboratively with medical services through the on-site physician in assessing nutritional requirements and managing medically necessary special diet orders for those inmates on the mental health caseload. Dietary supplements (i.e. Ensure and Boost) will be the responsibility of medical services through the on-site physician. The ADOC Dietary Manual is available for review by Vendor.

5.29 Medical Waste Disposal

Vendor will coordinate the collection, storage, and removal of any medical waste containers with medical services in compliance with all applicable Federal and State guidelines, and regulations for disposal of hazardous waste. Bio-hazard training for persons working with medical waste, medical spills, or bio-hazards will be conducted and in-service updates and training provided regularly, but no less than yearly.

Inmates assigned by the ADOC to work in mental health areas will be in-serviced by mental health staff regarding health safety issues and practices related to bio-hazard concerns and materials.

5.30 Infection Control Program

Mental health services must conform to standard hygiene practices and precautions to minimize the incidence of infectious and communicable diseases among inmates. Although mental health staff generally does not provide hands-on physical care, they need to be aware of infection control matters. They should receive infection control orientation and annual updates.

Vendor will establish an Infection Control Program based on Centers for Disease Control and Prevention (CDC) standards, Alabama Department of Public Health (ADPH) regulations, and ACA and NCCHC guidelines.

- a) The program will include the Vendor's infection control processes and activities as related to surveillance, prevention and control of infections, employee training and education, and reporting processes according to state and federal law.
- b) Vendor will comply with the ADOC's medical vendor's policies as outlined in their Infection Control Manual. Vendor will be responsible to ensure any supplemental updates to these policies are implemented.

- c) At each facility the on-site Psychiatrist will designate a mental health nurse to assist in establishing, maintaining, and monitoring an Infection Control Program.
- d) Since medical and mental health are under separate authority, the site Medical Director will be the facility chairperson of the Infection Control program with mental health represented on the infection control committee.

5.31 Disaster Plan

Subject to ADOC approval, Vendor will implement procedures within sixty (60) days of assuming the contract for the delivery of mental health services in the event of a disaster, such as fire, tornado, epidemic, riot, strike, or mass arrests. These procedures will be implemented by the On-Site Administrator in cooperation with on-site correctional staff. The Disaster Plan will include the following elements:

- 1) Communications system;
- 2) Recall of key staff;
- 3) Assignment of mental health staff;
- 4) Establishment of a command post;
- 5) Safety and security of the infirmed inmate and staff areas;
- 6) Use of emergency equipment and supplies;
- 7) Establishment of a triage area;
- 8) Triage procedures;
- 9) Medical records – identification of injured; and
- 10) Crisis intervention counseling with follow-up.

5.32 Program Supplies and Equipment

The successful Vendor will work with the ADOC in projecting equipment and supply needs for inmate program support. Financial responsibility by the Vendor for such equipment will be designated and limited to an annual aggregate cap of \$20,000 per contract year. Total cost of equipment purchased under this aggregate fund will be reconciled every six (6) months. ADOC will have the option to deduct the total amount of dollars spent and the balance left of the \$20,000 annual equipment cap at the end of each contract period, or roll a positive variance forward into the next contract period. Vendor will be financially responsible for all other materials and supplies utilized in day to day operations.

5.33 Program Support Materials

- a) Vendor is responsible for all supplies, including, but not limited to: pharmaceuticals, mental health supplies, health education supplies, forms, office supplies, medical and mental health record supplies, books, periodicals, and administrative supplies necessary to carry out the program and performance specifications of the RFP. Vendor will purchase all consumable supplies and psychotropic medications necessary to perform mental health services at the designated institutions.
- b) Vendor will provide a thirty (30) day supply of prescribed psychotropic medications to an inmate upon release from the ADOC. The thirty (30) days supply will exclude narcotics. A psychiatrist's prescription is sufficient for Class IV or restrictive pharmaceuticals. Vendor may also provide an inmate with a written prescription for all thirty (30) days supply and pre-pay the medications through local back-up pharmacy. Inmate will have the opportunity to pick-up medications at the designated pharmacy.

5.34 Support Services

a) Cleaning

- 1) The ADOC provides support for cleaning, which includes the use of inmate labor and equipment. Vendor is responsible for consumable medical cleaning supplies, such as disinfectants for instruments and medical equipment.
- 2) Maintaining cleanliness in all mental health areas within the ADOC is mandatory. Vendor will have ultimate responsibility for the assurance of cleanliness with cooperative support from the ADOC.

b) Pest Control

The ADOC provides environmental services for pest control. Vendor is responsible for maintaining sanitary conditions in all mental health areas within a facility.

c) Telephone and Data Services

Costs associated with the procurement of Internet access and data services, telephone service, telephone maintenance costs, and pager services are the responsibility of Vendor.

5.35 Management Information System

- a) Vendor will provide compatible computer capabilities to the ADOC, including hardware, software, staffing, data entry, and training to be used for functions including, but not limited to, pharmacy service, appointment scheduling, and mental health services utilization. The facilities will be equipped, at Vendor's expense, with computers, appropriate level of printers, and appropriate software within sixty (60) days of effective date of the contract. Hardware and software provided under this section must be approved by the ADOC prior to installation. Vendor will adhere to all ADOC administrative regulations and policies and procedures related to internet access within a secure facility environment. At the termination of the contract, the above mentioned equipment and software will become the property of the ADOC.
- b) Vendor will maintain trend analysis charts on key statistical data taken from the monthly reports. Vendor will provide routine monthly reports, but will also share any available information from Management Information System with ADOC designated staff upon request. Should an unusual trend occur, the information will be shared with all parties involved.
- c) Vendor will make cost containment information available to the ADOC as requested.
- d) Vendor will track all costs related to primary health care services as prescribed by their licensed providers to include:
 - 1) Laboratory
 - 2) Pharmaceuticals
- e) At the end of the contract, all equipment will be surrendered to the ADOC in the same condition in which it was initially provided, except for ordinary wear and tear, and loss or damage by flood, fire, or other perils covered by extended coverage insurance. Any equipment owned by the ADOC that has exceeded its useful life and considered by Vendor to be surplus may only be disposed of by Vendor with the prior written consent of the ADOC.

- f) Any ADOC provided equipment will not be used, loaned, or rented to a third party except with written permission of the ADOC. Vendor will not, without consent of the ADOC, move equipment outside the contracted facilities specified in the RFP.
- g) Vendor will not produce, store, or use ADOC facilities, equipment, or inventories for other company-owned or contract operations, or for other individuals, groups, or organizations without the written consent of the ADOC.
- h) ADOC reserves the right of approval for single item equipment purchases for amounts greater than \$500. All purchases credited against the \$20,000 program equipment and supplies annual fund must have prior written approval by the ADOC Associate Commissioner of Health Services.

5.36 Software Support

Vendor is responsible for providing and maintaining its' own software support system.

5.37 Special Mental Health Programs

In collaboration with the medical Vendor and subject to ADOC approval, mental health Vendor will develop special mental health programs for inmates requiring close mental health supervision involving chronic and/or convalescent care. The plan of treatment will include directions for mental health and correctional staff regarding their roles in the care and supervision of the inmate.

5.38 Hospice Program

Vendor will be expected to participate in the ADOC hospice program. Inmates diagnosed with an end stage illness where curative therapy is no longer indicated will be eligible for hospice care. Hospice care will be implemented and monitored by Medical Vendor's Regional Coordinator for Hospice and the ADOC Hospice Program Coordinator.

All ADOC facilities that maintain an on-site in-patient infirmary with twenty-four (24) hour nursing services may utilize the hospice program. The ADOC does not have a single designated facility for all Hospice care. Hospice/Palliative care services will be made available to all inmates without regard to color, creed, national origin, religion, gender, sexual orientation, handicap, past personal history, or criminal charge.

Vendor will participate in the hospice program to include:

- a) Medically directed care;
- b) Interdisciplinary plan of care development;
- c) Family involvement;
- d) Treatment of pain and non-pain symptoms; and
- e) Patient education and counseling.

5.39 Hepatitis C Treatment and Mental Health

Inmates undergoing chemo-therapy treatment for Hepatitis C will be included on the facilities out-patient caseload, for on-going monitoring of mental health needs and symptoms. The facility psychiatrist will provide

the initial mental health evaluation and clearance for treatment. Mental health staff will actively participate in the inmate's treatment for Hepatitis C by evaluating the inmate's mental health needs while undergoing therapy. ADOC centers for inmates receiving medication as part of their Hepatitis C treatment include Limestone CF, Donaldson CF, St. Clair CF, and Tutwiler PFW. (See Utilization disc for Hepatitis Program)

5.40 Dementia Program

Vendor will work in concert with the medical services provider to establish a dementia treatment program. The program will utilize stabilization cells and residential treatment beds. The program will be designed to treat those inmates suffering from dementia that can no longer be maintained at another institution. (See Appendix O)

For most dementias, no treatment can restore mental function. Creating a supportive environment is essential. Structure and routine help with stability. Low stress activities should be offered on a regular basis. Continued mental activity, including hobbies, interest in current events, and reading should be encouraged. Inmates with dementia can benefit from a safe, stable, and familiar environment.

Non-pharmacologic interventions are important adjuncts to overall care. The Vendor will develop and implement a program to treat dementia that addresses the following areas, but not limited to:

1. Ensuring a safe environment
2. Maintaining good nutrition
3. Managing sleep problems
4. Developing treatment plans to make the most of remaining abilities
5. Assisting with activities of daily living
6. Helping the person avoid confusion
7. Managing agitation
8. Managing wandering
9. Establishing advanced directives

5.41 PREA Treatment Program

A major concern within Corrections is inmate violence towards staff, property, and/or other inmates. The detection of inmates with a propensity to act-out allows staff to institute preventative measures designed to restrict the overt expression of such behavior. Given that the base rate for violent behavior is low, utilizing measures to predict at risk offenders is expedient.

Inmates who sexually act-out represent a heterogeneous group composed of many variations and types as well as differences in victim selection and degree or level of risk to reoffend. Determining the level of risk is critical in developing management strategies to address safety needs and victim protection. Assessment and treatment should be closely integrated and not separate activities. The results of the assessment should inform the inmate's risk level and treatment needs. The results of treatment should reflect the amount of treatment change and level of post-treatment risk.

Vendor will establish and provide a PREA treatment program at Bullock CF and Tutwiler PFW as part of out-patient services. Vendor will establish a multi-phase program that includes: Phase I Awareness Program and Phase II Psycho-Educational Program. The program will address predatory sexual behavior and utilize the containment model. With the appropriate external mechanisms in place, many at risk offenders can learn through cognitive-behavioral programs to manage offending behaviors and decrease risk of re-offending.

Vendor will be responsible for program design and implementation while working collaboratively with the ADOC. Phase I will consist of 20-hour Awareness Program using informational modules to increase an offender's awareness of the harmful effects of sexual abuse and exploitation. Phase II will consist of a 180-hour cognitive-behavioral program focusing on risk assessment, identification of deviance cycle, intervention strategies, and relapse prevention. (See Appendix N)

SECTION VI

CONTRACT MONITORING AND STAFFING REQUIREMENTS

6.1 Contract Monitor

To evaluate and assess that all standards are being met and that Vendor is in full compliance with the contract, the ADOC Office of Health Services (OHS), under the Direction of the Associate Commissioner of Health Services (ACHS), will implement a contract monitoring program as part of internal Continuous Quality Improvement (CQI).

Upon request of the Associate Commissioner of Health Services or her designee, Vendor is to provide access to all clinical files and all corporate files to include, but not be limited to, payroll records, licensure certification records, training, orientation and staffing schedules, logs, MAC, PTT and CQI meeting minutes, physician billing, hospital or other outside service invoices, or any other contract entered into by Vendor for the purposes of carrying out the requirements of the contract. This method of review and reporting must be ongoing, comprehensive, and expeditious.

The following ADOC-OHS staff, including the General Counsel for the ADOC, will be given immediate access to Vendor documentation that is pertinent to their respective areas of responsibility or that has been requested by the OHS or General Counsel:

1. Associate Commissioner of Health Services
2. ADOC General Counsel
3. ADOC Director of Treatment
4. ADOC Director of Medical Services
5. ADOC Regional Clinical Managers
6. OHS Finance Manager

Failure to respond to the request of any of the above mentioned ADOC staff within a reasonable time frame, based on an evaluation by the OHS and/or General Counsel of the accessibility of the information requested, and the subsequent negative impact to the ADOC of any such delay, may result in a four thousand dollar (\$4,000.00) fine per occurrence. Examples of frequent requests that may be associated with fines for non-response may include, but are not limited to, morbidity and mortality/death summary reviews, general population immunization history records, pharmacy inventory, results of inmate medical consultations, payroll records, and institutional staffing sign-in sheets. Vendor will have five (5) calendar days from notification of failure to respond and comply prior to a fine being assessed by the OHS and/or General Counsel.

The ADOC reserves the right to impose a \$4,000.00 fine per day for non-response if Vendor does not provide requested information after the stated five (5) day cure period.

The contract monitoring will include, but is not limited to, the following tasks:

- a) Review of service levels, quality of care, and administrative practices as specified in the contract;
- b) Meet on a regular basis with representatives of Vendor to address contract issues;
- c) Assist in the development of future change requests as needed;
- d) Review of Vendor documentation to ensure compliance with contractual obligations;

- e) Review of contract personnel work schedules, time sheets, personnel records, and wage forms to ensure compliance with staffing levels and contractual obligations;
- f) Review of files, records, and reports pertinent to the provision of inmate mental health care;
- g) Review of billings to determine appropriateness to contract specifications and cost effectiveness to the ADOC;
- h) Review the collection of third party reimbursement of certain expenses; and
- i) Conduct site visitations, interviews, and inspections as required in providing a mental health services program.

To ensure that the quality and timely delivery of services are in compliance with the final contract specifications and other applicable program standards in the provision of mental health care, contract monitoring will occur at times with and/or without the participation of Vendor.

All monitoring reports will be submitted to the ADOC Associate Commissioner of Health Services and Director of Treatment. OHS monitoring staff roles and responsibilities include the provision of constructive processes that enable Vendor to perform and deliver mental health services at their optimum level. Vendor will work in a collaborative and constructive manner with OHS staff to encourage positive treatment outcomes in a cost effective manner. ADOC-OHS staff's daily role in the delivery of mental health services is one of providing resources, assistance, and monitoring contract compliance. OHS staff is not responsible for the day to day operational management of mental health services.

ADOC-OHS has developed and modified performance criteria to review the mental health services program objectives, to include but not be limited to:

- 1) Timely and consistent access to services.
- 2) Documentation in accordance with national standards and OHS policies and procedures.
- 3) Infection control related to communicable diseases in accordance with CDC recommendations and Alabama Public Health Laws.
- 4) Continuity in Care.
- 5) Appropriate interventions by, and referrals to, a higher level of professional psychiatric care when clinically indicated.
- 6) Inmates receive 'patient specific care' when assessed and evaluated.
- 7) Evidence based criteria utilized by licensed medical professionals within the scope of their practice.
- 8) A Venue for the ADOC-OHS continuous quality improvement/assurance state-wide program (CQI).

A set of these performance indicators has been included in Appendix P for reference and review. The minimum acceptable threshold of compliance with each performance monitoring standard is an overall compliance rating of 85%. Vendor's staff is required to participate in the quarterly ADOC-OHS review process in an effort to work collectively in achieving on-going compliance and joint action plans to address deficiencies. Monitoring criteria is reviewed annually for content and objectives.

6.2 Payment Adjustment for Non-Performance

ADOC contract monitoring staff will monitor Vendor's service delivery at the individual ADOC facilities to determine if Vendor has achieved at least 85% compliance with the Standards for Mental Health Services in Prisons as published and routinely revised by NCCHC. The required level of performance, as set forth in each individual monitoring or performance indicator, will be applicable to all ADOC facilities. Such monitoring may include, but is not limited to, both announced and unannounced facility visits. Vendor is required to comply with NCCHC standards of performance, but is not required to achieve actual accreditation or certification from NCCHC. In instances where an OHS policy or procedure and/or mental health Administrative Regulation varies from the correlating NCCHC standard, OHS policy will prevail.

The ADOC monitoring staff will provide an oral exit report at the conclusion of its facility monitoring visit and submit a written monitoring report to Vendor within thirty (30) days of the visit. The contract monitoring report shall include the completed Contract Monitoring Tool, based on compliance with specific NCCHC standards, and shall identify each Monitoring Tool Performance Measure in which Vendor was deemed non-compliant and the reason(s) therefore. Non-compliance issues identified by ADOC monitoring staff will be identified in sufficient detail to provide Vendor with the opportunity for correction.

Vendor will have thirty (30) working days from the time of the receipt of an ADOC-OHS facility monitoring report to cure any deficiencies related to individual performance indicators that were scored less than the eight-five percent (85%) threshold. Only those performance indicators that scored below the threshold will be re-audited or monitored on the return visit by OHS. Penalties will be assessed on the repeat failure of those indicators that remain below the 85% threshold.

In the event Vendor disputes any of the noted deficiencies in the ADOC's monitoring report, Vendor shall be required to inform the ADOC of such dispute within fifteen (15) working days of receipt of the ADOC's monitoring report. Vendor shall describe in writing the basis for the dispute, and provide any necessary back-up documentation to support its position regarding the dispute. The parties shall work together in good faith to resolve the dispute.

Repeated instances of failure to meet contract compliance or to correct deficiencies may result in imposition of penalties as specified in the paragraph below or a determination of Breach of Contract.

On a quarterly basis, the ADOC may impose non-performance penalties, in the amount of four thousand dollars (\$4,000.00) per violation, for any applicable monitoring tool performance measure that demonstrates less than 85% compliance.

6.3 Staffing

Vendor must provide adequate and sufficient mental health personnel required to perform the services. Staffing must include psychiatrists, clinical nurse practitioners, psychologists, mental health professionals, registered nurses, licensed practical nurses, activity technicians, administrative and clerical staff, and other personnel as required to comply with the provisions of this RFP. Minimum staffing requirements at both the facility and regional management levels are outlined in Appendix G.

6.4 Personnel - Current Contract Staff

The ADOC is cognizant of the shortage of professional mental health personnel and health care support staff on a local and national level. Subsequently, the ADOC recognizes the importance of the retention of qualified staff at all levels experienced in the delivery of correctional health care. Therefore, Vendor is strongly encouraged to

provide the appropriate and current salary ranges of both licensed and support personnel in their bid. The ADOC has included in Appendix G (A) an outline of current salary range assumptions based on historical data and current local market trends for all positions requested in this contract. Vendor is not required to bid these salary ranges, but is encouraged to budget appropriate salaries to reduce staffing turnover and encourage recruitment. The following requirements, however, will be mandatory:

- a) Vendor will interview each current facility contract mental health staff member to determine continued employment status.
- b) Vendor will waive eligible time frames for health and retirement programs for all continued mental health contract staff.

6.5 Staffing Paybacks for Unfilled Hours of Service

Vendor will provide mental health, technical, and support personnel as necessary for the rendering of mental health services as required in this RFP. Minimum staffing levels for each of the respective ADOC facilities, outlined in Section 1.19, as well as local/regional program management, have been included in Appendix G.

On a quarterly basis, for each of the positions subject to payback penalties, Vendor will provide the ADOC with an itemized list of hours worked at each ADOC facility by position for each of the positions identified in the minimum staffing plan. Supporting payroll and automated time-keeping information that demonstrates and verifies filled and unfilled hours per position/per facility is to be provided. The listing of hours worked will be reported using a mutually agreed upon format. Payroll information and the ADOC staffing reconciliation worksheet will be the authorized documents for which staffing penalties will be determined. Vendor will provide a monthly report, in the form of the approved worksheet, outlining the fulfilled staffing hours at each facility to the ADOC Associate Commissioner of Health Services. Hours filled by a higher level practitioner (e.g., nurse practitioner hours worked by a psychiatrist, RN replacing an LPN), will be counted toward the fulfillment of hours worked for the lower position classifications. Unfilled hours shall not include: 1) approved vacation leaves of absence, 2) approved holiday leaves of absence, and 3) up to five (5) days of approved medical leave.

Paybacks for unfilled hours of service will apply to the following position classifications at both the regional and institutional level:

- 1) Program Director
- 2) Medical Director – Chief Psychiatrist
- 3) Regional DON
- 4) CQI Manager
- 5) Site Administrator
- 6) Site Psychiatrist
- 7) Clinical Nurse Practitioner
- 8) Psychologist
- 9) Registered Nurse

In the event that less than 87% of the required staffing hours of the designated position classifications identified are worked in a given quarter for any position subject to a payback assessment at any Facility, Vendor shall credit the ADOC for such unfilled hours to the extent that such hours, per position/per classification, fall below the 87% threshold. For example, if there are 2 FTE nurse practitioners (NPs) identified for a particular facility, then the calculation of the 87% threshold for the NP position at the facility will be based on the number of hours equal to 2 FTEs for that month and the total number of fulfilled NP hours. Credit shall be at a rate equal to the average hourly wage plus 18% for benefits ($\text{Hourly rate} \times 18\% = \text{payback \$}$) for the hours.

The required 87% of the fulfillment of hours worked accommodates Vendor's staff vacation time, sick time, holidays or paid time off (PTO). Consideration for PTO will not be given in addition to the 87% requirement. The ADOC may waive, at its' discretion, hours not worked for Vendor staff that are participating in corporate functions, community training and/or education to include programs to obtain Continuing Education Credits (CEU). Vendor's Program Director must submit a request for training and identify who will attend the training and length of his/her absence, two (2) weeks in advance of the date of the activity or event to the ACHS for approval.

Hours calculated for paybacks and credit will begin thirty (30) days from the date of the employee's last day of worked hours or termination. The calculation of dollars credited per position will be determined by the corresponding salary in Vendor's proposed salary ranges included in its proposal.

Failure of Vendor to continuously provide staffing as required by contract may, at the convenience of the ADOC, result in termination of the contract.

6.6 Personnel - Hired by Vendor

- a) Vendor will employ the necessary administrative, supervisory, professional, and support staff for the proper and effective operation of the programs defined herein.
- b) Due to the sensitive nature of the prison environment, Vendor agrees that in the event the ADOC is dissatisfied with any of the personnel provided under the contract, the ADOC can deny access into the facility. The ADOC will give written notice to Vendor of such fact. Vendor will remove the individual in question from the programs herein and cover with other appropriate personnel until an approved replacement is found.
- c) Vendor will engage only licensed and qualified personnel to provide professional coverage.
- d) All contracted personnel are required to submit to a background investigation conducted by the ADOC.
- e) All contracted personnel will comply with applicable state, federal, and local laws, regulations, court orders, administrative regulations, administrative directives, and policies and procedures of the ADOC and Vendor, including any amendments thereto.
- f) All contract staff will maintain any insurance required by law or regulation.
- g) All full-time contracted mental health staff are required to complete sixteen (16) hours of ADOC orientation at training sites designated by the respective facilities. Part-time and temporary staffs are required to complete eight (8) hours of orientation. In addition to basic training, all full-time contracted mental health staff must complete sixteen (16) hours of annual training with eight (8) hours related to professional responsibilities. Training hours must be documented. Vendor will not be penalized for hours not worked when an employee is attending required ADOC training.
- h) All contract staff must receive an annual TB test or annual follow-up if positive. Vendor must have a written policy and procedure providing an Occupational Exposure Control Plan as required by OSHA Standard 29 CAR Part 1910.1030 Occupational Exposure to Blood-borne Pathogens.

6.7 Security Clearance

Vendor and its personnel will be subject to, and will comply with, all security regulations and procedures of the ADOC at the various institutions. Violations of regulations will result in the employee being denied access to the institution. In such an event, Vendor, subject to ADOC approval, will provide alternative personnel to supply services described herein.

6.8 Orientation of New Employees, In-Service Activities, and Attendance at ADOC Training

- a) Vendor will be responsible for ensuring that all mental health personnel, including new personnel, are provided with orientation regarding mental health practices on site at ADOC facilities. Vendor will ensure orientation to ADOC Administrative Regulation 600 series relevant to inmate mental health services.
- b) Vendor will ensure that all full-time mental health staff receives sixteen (16) hours of pre-service training within the first sixty (60) days of employment.
- c) Vendor will establish a medical library (“hard” or electronic copy) on-site for use by the mental health care staff. The library will minimally include a current medical dictionary, Physician's Desk Reference, pharmacology reference, NCCHC Standards Manual, and other books and periodicals recommended by the Quality Improvement Committee.
- d) Vendor will provide a written position description for each member of the health care staff that clearly delineates assigned responsibilities. Vendor will monitor performance of health care staff to ensure adequate performance in accordance with these position descriptions.
- e) Vendor’s employees are expected to receive an overall orientation. Vendor may request assistance from institution ADOC Warden (or designee) when clarification and training assistance is needed. Orientation topics should include, but are not limited to:
 - 1) Time and attendance expectations,
 - 2) ADOC Dress Code,
 - 3) Vendor Dress Code,
 - 4) Items allowed within the institutions,
 - 5) Items prohibited within the institutions,
 - 6) Parking areas,
 - 7) ID badges,
 - 8) Communication with inmates (intentional or unintentional),
 - 9) Communication with staff,
 - 10) ADOC organization chart,
 - 11) Vendor organization chart,
 - 12) Communication processes and contact numbers (ADOC and Vendor),
 - 13) Emergent, urgent, and routine provision of care,
 - 14) Fire and safety training,
 - 15) Sirens and/or codes called by ADOC,
 - 16) Inmate behavior and games inmates play,
 - 17) Secured areas,
 - 18) Inventory, tool, and sharps control,
 - 19) Key Control,
 - 20) Purchasing inmate hobby crafts,
 - 21) ADOC Diet Manual,
 - 22) Disaster Plans and/or Evacuations,

- 23) Communication with inmate family, friends, or others,
- 24) Incarcerated family members and required notification,
- 25) Institution schedule,
- 26) Co-Pay for inmates,
- 27) Inmate ID Cards,
- 28) Inmate Disciplinary Actions,
- 29) Visiting the institution after duty hours,
- 30) Breaks and meals,
- 31) Identification of ADOC Administrative Regulations,
- 32) Institutional Standard Operational Procedures (SOP's),
- 33) Use of ADOC computers and computer system,
- 34) Hostage situations.

New-hire Vendor full-time (40 hours per week) and regular part-time (16 – 30 hours per week) employees will receive eight (8) hours of ADOC training at an ADOC Training Center, as soon as possible, after hire. This training session will be coordinated between the Vendor Health Services Administrator and the ADOC Training Center Officer in charge. Training will be scheduled at the nearest ADOC Training Center of the institution for which the employee was hired. Psychiatrists and Nurse Practitioners are exempt.

6.9 Position Description

Vendor will provide the position description for all key personnel at least ten (10) calendar days before initiation of the contract. Key personnel positions are defined as:

- 1) Program Director
- 2) Regional Director of Nursing
- 3) Medical Director – Chief Psychiatrist
- 4) Clinical Director - Psychologist
- 5) Site Administrator
- 6) CQI Manager
- 7) Staff Psychiatrist
- 8) Clinical Nurse Practitioner
- 9) Staff Psychologist

Any initial, subsequent, or revised position descriptions utilized by Vendor require the approval of the ADOC-OHS.

6.10 Personnel Manual

Vendor must provide a copy of its Personnel Manual that also demonstrates its human resource management program. A description of Vendor's health insurance program/benefits, including eligibility for all levels of professional staff, must be included with proposal.

6.11 Personnel Issues and Specifications

- a) Vendor will not bind any of its employees, or those under contract with Vendor, to any agreement that would inhibit, impede, prohibit, restrain, or in any manner restrict employees or independent vendors, in or from accepting employment with any subsequent medical/mental health care provider in the State of Alabama.

- b) Vendor is required to provide coverage for all psychiatrist positions in the event of unplanned absence, leave, or in the event of resignation or termination of a psychiatrist.
- c) The ADOC reserves the right to approve for hiring or remove any contracted personnel. No penalties for unfilled hours will be applied to Vendor for services of any personnel removed by the ADOC. No personnel so removed may be returned to duty without the prior approval of the ADOC.
- d) Corporate functions and tasks of Vendor will not be performed at the expense of the ADOC by using mandated positions or budgeted positions to satisfy ADOC program responsibilities. Vendor will provide for necessary corporate responsibilities such as submission of payroll documents and timekeeping, corporate personnel functions, and any accounts payable tasks performed through sources outside of direct service hours in the staffing plan, that are accepted as a part of the contract. Payments for Vendor corporate functions are included in the administrative overhead of Vendor.
- e) Vendor is responsible for the appropriate or state required licensure, credentialing, and certification of its staff. Credentials are confirmed annually and a record of the credentialing activity will be maintained as part of the employee's personnel file. Credentialing is defined as the process by which an applicant's training, degrees conferred, certification by specialty societies, state and other licenses, teaching positions, appointments, and other professional experience is confirmed or reconfirmed.
- f) Non-Medical Professional Staff: Vendor will establish a process whereby applicants carry the burden to produce information for proper evaluation of competence, character, health status, ethics, and other qualifications. Licenses or certifications are subject to a periodic appraisal for validity.
- g) Vendor is required to keep personnel files on all contracted employees. These records will be made available to the ADOC as appropriate. Professional files will include, but not be limited to, copies of current professional licenses, privileges and/or proof of professional certification, evaluations, and salary/payroll records.
- h) Vendor is responsible for warranting that all persons assigned and performing the work requirements of the RFP are employees of Vendor or authorized subcontractors, and hold all required licenses to perform the work required herein. In addition, Vendor is required to be fully qualified to perform the work requirements of the RFP. Vendor will include an identical provision, covering required licenses and full qualification for work assigned, in any contract with any approved subcontractor selected to perform work hereunder. Any personnel commitments required by the RFP will not be changed unless approved by the ADOC in writing. Staffing will include any individuals named in Vendor's bid at the level of effort proposed, except in cases whereby the ADOC has approved a change.
- i) Vendor will verbally notify the ADOC of any actual or impending administrator or director vacancy by the close of the next calendar day after Vendor receives written notice of the vacancy. Within five (5) calendar days of the verbal notification, Vendor will also notify the ADOC in writing regarding the impending or anticipated vacancy.
- j) Vendor will not use any inmates in positions related to the delivery of any Services for any reasons whatsoever. The ADOC restricts the use of inmates to activities of daily living, housekeeping, and maintenance functions only.

6.12 Salary Determination

As a part of the Price Proposal documentation, Vendor is required to submit a completed salary hiring range form. This form will depict by position and category the salary ranges including shift differentials, proposed for entry-level, mid-range (average), and max-hire and express fringe benefits as a percent of salary.

End Section VI

SECTION VII

OTHER SERVICES AND PROVISIONS

7.1 **Records and Reports**

Vendor will maintain and provide a monthly report to the ADOC – OHS detailing the number of mental health services including, but not limited to, the following:

- a) Number of inmates receiving mental health services by category of care;
- b) Number of inmates in receipt of a mental health code by category of code and facility;
- c) Number of self-injury incidents;
- d) Number of suicide attempts/completions;
- e) Number of inmates placed in restraints;
- f) Number of inmates prescribed psychotropic medication;
- g) Number of involuntary medication;
- h) Number of individual contacts;
- i) Number of group contacts;
- j) Number of admissions and discharges on Intensive Stabilization and Residential Treatment Units;
- k) Number of placements in a safe cell and length of stay for each;
- l) Number of groups scheduled; and
- m) Number of PREA incidents.

7.2 **Public Information**

Vendor will not publish any findings based on data obtained from the operation of the contract without the prior written consent of the ADOC, whose written consent will not be unreasonably withheld. The ADOC may release without consent of Vendor any document or data subject to release pursuant to the State of Alabama Open Records Law, requests by the State Legislature, or any other allied state agency.

7.3 **Research**

No research projects involving inmates, other than projects limited to the use of information from records compiled in the ordinary delivery of inmate activities, will be conducted without the prior written consent from the Commissioner's Office of the ADOC. Vendor and the ADOC must agree upon the conditions under which the research will be conducted. Research will be governed by written guidelines. In every case, the written informed consent of each inmate who is a subject of a research project will be obtained prior to the inmate's participation.

7.4 Office Space, Equipment, and Inventory Supplies

The ADOC will provide Vendor with office space, facilities as designated by the ADOC, and utilities except for long distance telephone services (which will be by credit or billed for services from the facility) to enable Vendor to perform obligations and duties. The provision of telephones, voice mail, and/or dedicated communication lines will be limited to existing services. Additional services will be at the expense of Vendor.

Vendor will use and maintain the equipment and supplies in place at the designated facilities at the commencement of the contract in the performance of its responsibilities under the contract and will return all such equipment and any new and/or purchased equipment, in good state of repair and working order, and any remaining supplies to the ADOC upon termination of the contract. Thirty (30) days prior to the termination of the contract, representatives from the ADOC, current Vendor, and successful Vendor will tour the designated institutions to determine the condition of said equipment.

Current Vendor will convey, transfer, assign, or otherwise make available to Successful Vendor any and all service contracts and/or warranties that are in force and effect at any time during the term of the contract with respect to equipment used in the mental health units of the designated facilities.

7.5 Miscellaneous Provisions

- a) Vendor will cooperate with the ADOC in answering surveys and questionnaires from allied agencies.
- b) Vendor will conduct medication non-compliance groups, relevant to mental health care, within each major ADOC facility.
- c) In the event of a facility crisis, Vendor will provide the ADOC employees with mental health crisis intervention. This will be limited to a one-time consultation, with referral to community services, per employee per event.
- d) Administrative Regulation 601 allows for the establishment of a co-pay program. Currently, the ADOC charges inmates a \$3.00 fee for each primary visit initiated by the inmate to a facility sick call. Inmates in receipt of mental health services, however, are exempt from this co-pay requirement.
- e) Should the Alabama Department of Corrections houses inmates from other states within Alabama facilities, Vendor will be responsible for providing all necessary mental health services to these inmates. Unless an emergency is involved, Vendor will contact the sending states for advance authority in writing before incurring psychiatric expenses for which the sending state is responsible. In an emergency, Vendor may proceed with the necessary treatment without prior authority, but in every such case Vendor will notify the sending state immediately and furnish full information regarding the nature of the disorder, type of treatment provided, and the estimated cost thereof.
- f) From time-to-time, the Parole Board finds it necessary to return a parolee to the ADOC facility for intensive supervision. These Pre-Revocation parolees will be provided necessary mental health services as soon as they are added to a facility count while on Pre-Revocation status.
- g) Permanent party inmates assigned to Work Release Centers, Community Based Facilities, and/or Annexes will be provided the full range of mental health treatment as defined in out-patient services as those in major institutions where such care is available.
- h) Vendor will ensure that a procedure is in place for timely payment of all accounts payable. Invoice and billing paying practices that reflect negatively on the ADOC will be scrutinized. Failure on the part of

Vendor to pay bills within sixty (60) days of receipt or have an agreed upon payment schedule will result in a penalty. The ADOC will withhold a portion of the monthly payment until the situation has been rectified.

- i) Vendor will provide independent contractors and subcontractors with utilization management protocol as a component of Vendor agreement with the provider. This protocol will delineate utilization review non-payment criteria. Any non-payment, in whole or in part, to a provider or service, will be explained in writing with a copy to the ADOC. Disputed charges may be reviewed by the ADOC and final resolution regarding payments rests with the ADOC. Vendor will reimburse all sub-contractors within sixty (60) days of the date of billing or face potential assessment by the ADOC.
- j) Vendor will provide designated mental health staff with a cell phone and/or pager as well as daily individual computer access with an internet provider, to ensure current available mental health assessment and treatment information and so they may be contacted while off-site.
- k) Vendor will notify and consult with the ADOC prior to discharging, removing, or failing to renew the contracts of professional staff and sub-contracted Vendors. Vendor will be responsible for all dealings with its subcontractors and will answer all questions posed by the ADOC regarding them or their work.
- l) Vendor will conduct meetings as required with representatives from community medical/mental health centers and other providers to coordinate the referral of inmates. Policies and Procedures will be developed regarding referral methods, scheduling, transportation, reporting of test results, medical records, acute care hospitalization, and inmate follow-up, subject to approval by the ADOC. Vendor will inform the ADOC-OHS of such meetings.
- m) Contracted mental health employees or independent Vendors may be mandated or required to work overtime to meet ADOC operational needs as determined by the ADOC.
- n) All contractual staff (both employees and independent contractors) will be required to comply with sign-in and sign-out procedures on an official Department of Corrections time keeping form.
- o) All personnel hired by Vendor as well as subcontracted employees must be at least twenty-one (21) years of age to work in any ADOC facility covered by the contract.

7.6 Disclaimer

The Department of Corrections reserves the right to cancel this RFP, reject any or all proposals, and/or seek additional proposals. The Department also reserves the right to award one or more professional service contracts that it determines to be in the best interest of the State and the Department. All services may be awarded to one (1) professional service provider or the Department may award different services described in the RFP to different providers. The Department is not responsible for any associated cost incurred by Vendor in the preparation of their proposal or in any processes associated with its participation.

SECTION VIII

COMPENSATION AND ADJUSTMENTS

8.1 Pricing and Intent to Award

To be considered compliant, Vendor must submit an offer for comprehensive mental health services based on all the specifications and requirements contained within ADOC RFP No. 2013-02. Vendor pricing must be submitted on the Price Sheet included as Appendix B. Original pricing sheets must include a completed Appendix Form A containing a notarized signature by an individual who is an authorized officer or agent of the company, and can legally bind the company to a contract. Successful Vendor will be evaluated on its response to the specifications set forth in this RFP and the original proposed price. The intent to award any contract as a result of this RFP will be based in part upon the price submitted with Vendor's response.

8.2 Payment

1) Monthly Payments

A payment of one twelfth (1/12) of the total annual contract amount will be made each month of the contract period. A payment of one twenty fourth (1/24) of the total annual contract amount will be made for the final month, with the balance to be paid no later than thirty (30) days after the end of the final month, subject to a reconciliation of any adjustments, as required by the contract or as defined in the RFP, which have not been finalized over the previous eleven (11) months of the contract period, and any adjustments required as a result of operations in the final month of the contract period.

2) Population Adjustments

Should the ADOC average monthly population (AMP) increase to a level greater than 26,500 within the confines of the designated facilities for which services are to be delivered, the ADOC shall add Vendor's individual inmate monthly rate as proposed on the attached pricing sheet Appendix B to the base compensation for each inmate in excess of 26,500. Should the AMP decrease to a level less than 26,500, the ADOC shall deduct the individual inmate monthly rate from Vendor's base compensation.

3) Adjustments for Unfilled Positions

- a) Debit or credit adjustments for all ADOC approved positions will utilize the hourly salary and fringe rate of 20% per position. The actual hours provided under the contract during the quarter will be determined by using the regular hours, as reported by the time clock system at the various ADOC sites. If the time clock is not operational, hours rendered will be based upon a written log of time in and time out. All time will be rounded to the nearest 1/4 hour. Payback adjustments will apply as outlined in Section 6.5 of the RFP. Debit or credit adjustments will not be made for any time in excess of the regular hours required by the contract.
- b) Vendor's report can also be used as an acceptable means of substantiating hours of service. The ADOC sign-in/sign-out sheets will be utilized as a back-up to Vendor's time system.
- c) Falsification or misrepresentation of actual hours of services provided by any position required by contract to the ADOC will be considered a form of corporate fraud, punishable by federal and state laws. Substantiated evidence of deliberate intent to defraud the State will be cause for immediate termination and result in the forfeiture of Vendor's performance bond.

4) Retrospective Adjustments for Performance Level

Quarterly adjustments will be made for deficiencies in performance, utilizing the defined liquidated damage amount or performance deficiency adjustment, for failure to maintain a required program level, which will include unfilled positions and/or unsatisfactory service (or other specified requirements) under the terms of the awarded contract. No liquidated damage or performance deficiency adjustments will be made until written notice has been given to the Vendor. The procedures for implementing performance level adjustments for unsatisfactory services will not be initiated until the ADOC determines that certain Services do not meet the minimum level as specified in the contract. Adjustments will apply as described in Section 6 of the RFP.

5) Other Performance Level or Compensation Terms

- a) Liquidated damages, performance deficiency adjustments, material increases to staffing, or other communication regarding material components of the contract, including cancellation of the contract, will be communicated only by formal written notice. All notices or other communications required or permitted under this agreement will be in writing and will be deemed to have been duly given if delivered or sent in accordance with the terms specified in the awarded contract.
- b) Liquidated damages, performance deficiency adjustments, adjustments to compensation, and/or the provisions for adjustments will not limit the rights and remedies of the ADOC for any breach or default of Vendor under the contract.

APPENDIX A
VENDOR AUTHORIZATION
TO
SUBMIT PROPOSAL

_____ agrees to furnish the services described in this proposal in response to the ADOC, RFP NO. 2013 – 02, dated _____ at the prices shown and guarantees that each item proposed meets or exceeds all specifications, terms, conditions, and requirements listed herein.

Respondent's Proposal and Pricing Valid for _____ Days

Prospective Respondent's Telephone Number _____

I hereby affirm I have not been in any agreement or collusion among or in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding or otherwise.

_____ Authorized Signature (ink)

_____ Authorized Name (typed)

_____ Title of Authorized Person

Company Name _____

Mailing Address _____

City, State, Zip _____

Date _____

Sworn to and subscribed before me and given under my hand and official seal this the

_____ day of _____.

[SEAL]

NOTARY PUBLIC
My Commission Expires: _____

APPENDIX B

PRICE SHEET

Company Name _____

Mailing Address _____

City, State, Zip _____

PRICES TO BE SUBMITTED, AS INDICATED BELOW:

CONTRACT TERM	Total Cost	Cost Per Inmate	Monthly Cost Per Inmate above AMP of 26,500	Monthly Cost Per Inmate below AMP of 26,500
October 1, 2013 Sept 30, 2014				
October 1, 2014 Sept 30, 2015				
October 1, 2015 Sept 30, 2016				
Total Cost for 3 year contract term				

CONTRACT YEAR (OPTION)	Total Cost	Cost Per Inmate	Monthly Cost Per Inmate above AMP of 26,500	Monthly Cost Per Inmate below AMP of 26,500
October 1, 2016 Sept 30, 2017				
October 1, 2017 Sept 30, 2018				
Total Cost for 2 optional 1 year terms				

APPENDIX C
PROPOSED TIMELINE

<u>Agenda</u>	<u>Dates</u>
1. Release of RFP	June 28, 2013
2. Bidders Conference	July 9, 2013
3. Facility Tours	July 9 – 10, 2013
4. Vendor Questions deadline	July 15, 2013
5. ADOC Question response deadline	July 17, 2013
6. Proposal Due Date	August 7, 2013
7. Bid Opening	August 7, 2013
8. Presentations	August 13, 2013
9. Recommendation to Commissioner	August 16, 2013
10. Contract Intent to Award Notification	August 19, 2013
11. Contract Review Committee	September 5, 2013
12. Contract Start Date	October 1, 2013

APPENDIX D

**BIDDERS CONFERENCE
AND
TOUR SCHEDULE**

Day 1 – July 9, 2013

Recommend Vendor makes hotel accommodations in Montgomery or Prattville area.

10:00 a.m.	Bidders Conference	301 South Ripley Street Montgomery, AL 36104	
11:30 a.m.	Lunch provided by ADOC		30 minutes to Kilby from Central Office
1:00 p.m.	Kilby Correctional Facility	12201 Wares Ferry Road Montgomery, AL 36117	5 minutes to MWF from Kilby
2:00 p.m.	Montgomery Women's Facility	12085 Wares Ferry Road Montgomery, AL 36117	45 minutes to Tutwiler from MWF
3:00 p.m.	Tutwiler Prison For Women	8966 US Hwy 231 North Wetumpka, AL 36092	End Day 1

* Suggested attire: business casual, comfortable walking shoes

* Institutional Information: Picture ID – leave purses, money, and cell phones in car

* Travel times to/between facilities are approximate

Day 2 – July 10, 2013

Recommend Vendor makes hotel accommodations in Birmingham downtown area.

Recommend Vendor makes airline reservations departing from Birmingham International Airport.

9:00 a.m.	Bullock Correctional Facility	104 Bullock Dr, Hwy 82 E Union Springs, AL 36089	1 hour from Montgomery
10:30 a.m.	Lunch and Drive to Donaldson	On your own	3 hours from Bullock CF to Donaldson CF
2:30 p.m.	Donaldson Correctional Facility	100 Warrior Road, Bessemer, AL 35023	End Day 2

* Suggested attire: business casual, comfortable walking shoes

* Institutional Information: Picture ID – leave purses, money, and cell phones in car

* Travel times to/between facilities are approximate

DIRECTIONS

Day 1

To **Kilby CF** from ADOC Central Office:

1. From ADOC Central Office – Criminal Justice Center on Ripley Street go south towards High Street. If parked in the open back lot, make a left onto Ripley and make a right at first light onto High Street.
2. At second light, turn left onto Decatur Street.
3. At second light, turn left onto Arba Street.
4. Take ramp and merge on I-85 N (toward Atlanta). Go 9.4 miles.
5. Take Exit 11, Mitylene/Mt Meigs/US-80/AL-110 exit.
6. Turn left at light, go under I-85 and turn right at second light.
7. Make an immediate right onto Service Road (Technacenter Dr).
8. Follow service road to stop sign and turn left onto Wares Ferry Road.
9. Go approximately 1.7 miles and Kilby will be on your right.

To **Montgomery Women's Facility** from Kilby:

1. Turn right onto Wares Ferry Road.
2. Turn right at next street and follow road to Montgomery Women's Facility on left.

To **Tutwiler Prison For Women** from Montgomery Women's Facility:

1. Turn left onto Wares Ferry Road.
2. Go approximately 1.7 miles to Service Road (Technacenter Dr) and turn right.
3. Go to stop sign and turn left. Go to light.
4. Turn left at light and merge right onto I-85 South towards Montgomery.
5. Go approximately 4 miles and take EXIT 6 Eastern Blvd.
6. Turn right onto Eastern Blvd.
7. Go approximately 4 miles and take US-231 exit.
8. Turn right onto US-231 towards Wetumpka.

9. Go approximately 12 miles on US-231 and Tutwiler PFW will be on the right.

Day 2

To **Bullock Correctional Facility** from Montgomery area:

1. Take I-85 N towards Atlanta.
2. Take Exit 11, Mitylene/Mt Meigs/US-80/AL-110 exit.
3. Turn right at light onto Chantilly Pkwy / AL-126.
4. Go approximately 3 miles and Chantilly Pkwy will “T” into AL-110 / Vaughn Road.
5. Turn left at light onto AL-110.
6. Go approximately 28 miles on AL-110.
7. AL-110 will “T” into US-82.
8. Turn left at stop sign onto US-82.
9. Follow US-82 through Union Springs.
10. When you get into Union Springs turn right by stop sign. CVS will be on left.
11. Go 2 lights and turn left by Marathon gas station.
12. Turn right at next light following US-82. Subway will be on left.
13. Once through Union Springs US-82 E turns into a 4 lane highway.
14. Take US-82 E about 1 ½ miles and Bullock CF will be on the left.
15. When you pass the National Guard building on the right start to slow down. There is no turn lane for Bullock CF.

To **Donaldson Correctional Facility** from Bullock CF:

1. Turn right onto US-82 W.
2. Follow US-82 W through Union Springs.
3. Go to Union Springs and make a left at first light. Subway will be on the diagonal corner.
4. Make a right at next light. Marathon gas station will be on the left.
5. Follow US-82 W out of Union Springs.
6. Merge right onto AL-110 to Montgomery.

7. Go approximately 28 miles and turn right onto Chantilly Pkwy.
8. Take Chantilly Pkwy to I-85 South.
9. Turn left at light to take ramp onto I-85 South.
10. Take I-85 South to I-65 North.
11. In Birmingham, take I-20 / I-59 towards Tuscaloosa.
12. Take Exit 115 and bear right onto Allison-Bonnett Memorial Drive.
13. Go approximately 8 miles and turn right at light onto Taylors Ferry Road.
14. Go approximately 9 miles and Warrior Lane will be on the left.

APPENDIX E

MENTAL HEALTH CASELOAD BY MAJOR INSTITUTION

<u>Institution</u>	<u>Inmate Population</u>	<u>Mental Health Caseload</u>
1. Bibb	1923	151
2. Bullock	1592	391
3. J. O. Davis	398	30
4. Donaldson	1514	209
5. Easterling	1544	187
6. Fountain	1249	113
7. Hamilton A&I	297	82
8. Holman	985	108
9. Kilby	1453	214
10. Limestone	2153	242
11. Montgomery WF	257	72
12. St. Clair	1336	106
13. Staton/Draper/Elmore/ Frank Lee	4075	298
14. Tutwiler PFW	946	438
15. Ventress	1674	261

APPENDIX F

**MENTAL HEALTH CASELOAD
BY WORK RELEASE**

<u>Work Release</u>	<u>Inmate Population</u>	<u>Mental Health Caseload</u>
1. Atmore WR	240	13
2. Alex City WR	312	8
3. Birmingham WR	287	48
4. Camden WR	130	1
5. Childersburg WR	370	14
6. Decatur WR	701	24
7. Elba WR	200	4
8. Farquhar Cattle Ranch	54	0
9. Hamilton WR	264	9
10. Loxley WR	474	10
11. Mobile WR	275	7
12. Red Eagle Work Ctr	329	5

APPENDIX G

MENTAL HEALTH

MINIMUM STAFFING REQUIREMENTS

POSITION TITLE	FTE
-----------------------	------------

Bibb Correctional Facility	
Psychiatrist	0.25
Site Administrator (MHP)	1.00
Mental Health Professional	1.00
LPN	1.00
Mental Health Clerk	0.50
Total FTE's	3.75

Birmingham Work Release	
Psychiatrist	0.10
Mental Health Professional	0.25
LPN	0.40
Total FTE's	0.75

Bullock Correctional Facility – Inpatient	
Psychiatrist	1.50
Psychologist (PhD/PsyD)	0.80
CRNP	1.25
Site Administrator (MHP)	1.00
Mental Health Professional	4.00
Nurse Manager (RN)	1.00
LPN	13.80
Activity Technician	4.00
Mental Health Clerk	1.50
Administrative Assistant	1.00
Total FTE's	29.85

**MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS**

POSITION TITLE	FTE
-----------------------	------------

Bullock Correctional Facility – Outpatient	
CRNP	0.80
Site Administrator (MHP)	1.00
Mental Health Professional	3.00
LPN	1.00
Mental Health Clerk	1.00
Total FTE's	6.80

Donaldson Correctional Facility	
Psychiatrist	0.75
CRNP	0.60
Psychologist (PhD/PsyD)	1.00
Site Administrator (MHP)	1.00
Nurse Manager (RN)	1.00
Mental Health Professional	3.00
LPN	7.80
Activity Technician	3.00
Mental Health Clerk	1.00
Total FTE's	19.15

Easterling Correctional Facility	
CRNP	0.25
Site Administrator (MHP)	1.00
Mental Health Professional	1.00
LPN	1.00
Mental Health Clerk	0.50
Total FTE's	3.75

**MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS**

POSITION TITLE	FTE
-----------------------	------------

Fountain Correctional Facility	
Psychiatrist	0.25
Site Administrator (MHP)	1.00
Mental Health Professional	0.50
LPN	1.00
Mental Health Clerk	0.50
Total FTE's	3.25

Hamilton A&I Correctional Center	
Psychiatrist	0.20
Site Administrator (MHP)	1.00
LPN	0.80
Mental Health Clerk	0.40
Total FTE's	2.40

Holman Correctional Facility	
Psychiatrist	0.50
Psychologist (PhD/PsyD)	0.80
Site Administrator (MHP)	1.00
Mental Health Professional	0.50
LPN	1.00
Mental Health Clerk	0.50
Total FTE's	4.30

Kilby Correctional Facility – Outpatient	
Psychiatrist	0.90
Site Administrator (MHP)	1.00
Mental Health Professional	3.00
LPN	2.50
Mental Health Clerk	1.50
Total FTE's	8.90

**MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS**

POSITION TITLE	FTE
-----------------------	------------

Kilby Correctional Facility – Stabilization Unit	
Psychiatrist	0.25
Site Administrator (MHP)	1.00
Mental Health Professional	1.00
Nurse Manager (RN)	1.00
LPN	4.20
Activity Technician	1.00
Total FTE's	8.45

Limestone Correctional Center	
CRNP	0.80
Psychologist (PhD/PsyD)	0.80
Site Administrator (MHP)	1.00
Mental Health Professional	2.00
LPN	1.00
Mental Health Clerk	1.00
Total FTE's	6.60

Montgomery Women's Facility	
CRNP	0.20
Mental Health Professional	0.80
LPN	0.50
Total FTE's	1.50

St. Clair Correctional Center	
CRNP	0.50
Site Administrator (MHP)	1.00
Mental Health Professional	0.75
LPN	0.80
Mental Health Clerk	0.75
Total FTE's	3.80

**MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS**

POSITION TITLE	FTE
-----------------------	------------

Staton/Draper/Elmore/Frank Lee Complex	
Psychiatrist	0.50
Site Administrator (MHP)	1.00
Mental Health Professional	3.00
LPN	1.50
Mental Health Clerk	1.00
Total FTE's	7.00

Tutwiler Prison for Women	
Psychiatrist	0.80
CRNP	2.00
Psychologist (PhD/PsyD)	1.00
Site Administrator (MHP)	1.00
Nurse Manager (RN)	1.00
Mental Health Professional	4.75
LPN	7.80
Activity Technician	2.00
Mental Health Clerk	1.00
Total FTE's	21.35

Ventress Correctional Facility	
CRNP	0.80
Site Administrator (MHP)	1.00
Mental Health Professional	2.00
LPN	1.00
Mental Health Clerk	0.75
Total FTE's	5.55

**MENTAL HEALTH
MINIMUM STAFFING REQUIREMENTS**

POSITION TITLE	FTE
-----------------------	------------

MANAGEMENT STAFF	
Program Director	1.00
CQI Manager (RN)	1.00
Regional Director of Nurses (RN)	1.00
Chief Psychiatrist (Medical Director)	1.00
Clinical Director (PhD/PsyD Psychologist)	0.80
Administrative Coordinator	1.00
Administrative Assistant	1.00
CQI Assistant	1.00
Total FTE's	7.80

Total FTE's	144.95
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APPENDIX G (A)

**SALARY RANGES
AND
TOTAL FTE**

POSITIONS	Suggested Range of Base Hourly Pay		Vendor Proposed Salary Range/Position		TOTAL FTE
	LOW	HIGH	LOW	HIGH	
Program Director	38.50	43.00			1.00
CQI Manager (RN)	33.00	36.00			1.00
Chief Psychiatrist	99.00	130.00			1.00
Clinical Director (PhD Psychologist)	48.00	54.00			0.80
Regional Director of Nurses (RN)	46.00	49.00			1.00
Administrative Assistant	11.50	13.50			3.00
CQI Assistant	11.00	13.00			1.00
Psychiatrist	95.00	125.00			6.00
Psychologist (PhD/PsyD)	45.00	65.00			4.40
CRNP	43.00	51.00			7.20
Nurse Manager (RN)	28.00	32.00			4.00
Site Administrator (MHP)	21.00	27.00			15.00
Mental Health Professional	16.25	18.50			30.55
MH LPN	18.00	20.50			47.10
Activity Technician	13.50	16.00			10.00
Mental Health Clerk	11.80	14.00			11.90
TOTAL					144.95

SALARY RANGES AND TOTAL FTE

Shift Differentials - Statewide	RN	LPN
Evening	\$1.50	\$1.50
Night	\$2.00	\$2.00
WE Day	\$1.00	\$1.00
WE Evening	\$2.50	\$2.50
WE Night	\$3.00	\$3.00

Fringe benefits will be calculated at 20% of total personnel cost and are not included in the listed salary ranges. For payback purposes, the average salary will be multiplied times 1.20 to determine the hourly payback rate for each respective position listed.

APPENDIX H

ADOC ADMINISTRATIVE REGULATIONS MENTAL HEALTH SERVICES

The ADOC has established departmental administrative regulations addressing the provision of mental health services. Vendor must comply with and adhere to these treatment regulations. The ADOC Administrative Regulations for mental health services are consistent with NCCHC standards.

- AR 600 Mental Health Services
- AR 601 Mental Health Forms and Disposition
- AR 602 Mental Health Definitions and Acronyms
- AR 603 Autonomy in Mental Health Decisions
- AR 604 Confidentiality in Mental Health Services and Mental Health Documentation
- AR 605 Mental Health Staff Participation in Forensic Evaluations
- AR 606 Mental Health Quality Improvement Program
- AR 607 Mental Health Staff Orientation
- AR 608 Staff Training in Mental Health
- AR 609 Referral to Mental Health Screening
- AR 610 Reception Mental Health Screening
- AR 611 Inmate Orientation to Mental Health Services
- AR 612 Reception Mental Health Evaluations
- AR 613 Mental Health Coding and Tracking of Inmates
- AR 614 Intra-System Mental Health Transfers
- AR 615 Psychiatric Evaluation
- AR 616 Psychotropic Medication
- AR 617 Psychotropic Medication Administration
- AR 618 Psychotropic Medication Monitoring
- AR 619 Psychotropic Medication and Heat
- AR 620 Emergency Forced Psychotropic Medication
- AR 621 Administrative Review for Involuntary Psychotropic Medication
- AR 622 Treatment Planning
- AR 623 Outpatient Mental Health Services
- AR 624 Mental Health Segregation Rounds
- AR 625 Mental Health Evaluation of Inmates on Segregation Status
- AR 626 Mental Health Consultation to the Disciplinary Process
- AR 627 Outpatient Crisis Intervention Services
- AR 628 Inmate Discharge Planning
- AR 629 Inmate Suicide Prevention Program
- AR 630 Mental Health Watch Procedures
- AR 631 Use of Physical Restraints for Mental Health Purposes
- AR 632 Intensive Psychiatric Stabilization Units
- AR 633 Residential Treatment Unit
- AR 634 Transfer to State Psychiatric Hospital

- AR 635 Mental Health Documentation Format and Charting Guidelines
- AR 636 Mental Health Services: Monthly Reporting
- AR 637 Gender Identity Disorder
- AR 638 Mental Health Observation

Mental Health Administrative Regulations can be found on the ADOC website at www.doc.alabama.gov . On the ADOC Home Page, look on the left side under DOC INFO and click on Administrative Regulations. The 600 series will be under Inmate Mental Health Services.

APPENDIX I

ADOC MENTAL HEALTH MONTHLY OPERATING REPORT MARCH 2013

Inmate Counts and Percentages:	Total	Percentage	Variance
Total Inmate Population	25,032		16
Total Inmates on MH Caseload	3,045	12.2%	0.1%
Total Inmates Prescribed Psychotropic Medication	2,241	9.0%	0.5%

Inmate Classification	Total	Percentage	Variance
MH-0	21,817	87.2%	0.0%
MH-1	2,389	9.5%	0.1%
MH-2	422	1.7%	0.0%
MH-3	222	0.9%	0.0%
MH-4	1	0.0%	0.0%
MH-5	10	0.0%	0.0%
MH-6	1	0.0%	0.0%
Number Not Classified	170	0.7%	-0.1%
Total	25,032	100.0%	0.0%

Mental Health Caseload by Institution

	Total	MH-0	MH-1	MH-2	MH-3	MH-4	MH-5	MH-6	Not Coded	MH	Percentage	Variance
Bibb	1923	1772	134	17	0	0	0	0	0	151	7.9%	0.8%
Bullock	1592	1201	147	109	126	0	8	1	0	391	24.6%	0.4%
Davis	398	368	30	0	0	0	0	0	0	30	7.5%	0.3%
Donaldson	1514	1305	84	59	66	0	0	0	0	209	13.8%	-0.8%
Easterling	1544	1357	167	19	0	0	1	0	0	187	12.1%	-0.8%
Fountain	1249	1136	106	6	0	0	1	0	0	113	9.0%	-1.0%
Hamilton	297	215	78	4	0	0	0	0	0	82	27.6%	0.3%
Holman	985	877	97	11	0	0	0	0	0	108	11.0%	-0.3%
Kilby	1453	1090	181	32	0	1	0	0	149	214	14.7%	-1.8%
Limestone	2153	1911	220	20	2	0	0	0	0	242	11.2%	0.6%
MWF	257	185	72	0	0	0	0	0	0	72	28.0%	3.4%
St. Clair	1336	1229	75	30	1	0	0	0	1	106	7.9%	0.2%
Staton	4075	3777	257	39	2	0	0	0	0	298	7.3%	0.8%
Tutwiler	946	488	373	41	24	0	0	0	20	438	46.3%	1.4%
Ventress	1674	1413	225	35	1	0	0	0	0	261	15.6%	0.3%
Work Release	3636	3493	143	0	0	0	0	0	0	143	3.9%	0.3%
Total	25032	21817	2389	422	222	1	10	1	170	3045	12.2%	0.1%

ADOC MENTAL HEALTH OUTPATIENT REPORT MARCH 2013

FACILITY	Bibb	Bullock	Davis	Donaldson	Easterling	Fountain	Hamilton	Holman	Kilby	Limestone	MW F	St. Clair	Staton	Tutwiler	Ventress	Total
Inmates in institution on last day of month:	1923	1592	398	1514	1544	1249	297	985	1453	2153	257	1336	4075	946	1674	21396
Number of Outpatients on Mental Health Caseload:	151	234	30	143	187	113	82	108	214	242	72	106	298	414	261	2655
Number classified MH-0:	1772	1201	368	1305	1357	1136	215	877	1090	1911	185	1229	3777	488	1413	18324
Number classified MH-1:	134	149	30	84	167	106	78	97	181	220	72	75	257	373	225	2248
Number classified MH-2:	17	85	0	59	19	6	4	11	32	20	0	30	39	41	35	398
Number classified MH-3:	0	0	0	66	0	0	0	0	0	2	0	1	2	0	1	72
Number classified MH-4:	0	0	0	0	0	0	0	0	1	0	0	0	0	0	0	1
Number classified MH-5:	0	0	0	0	1	1	0	0	0	0	0	0	0	0	0	2
Number classified MH-6:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number not coded:	0	0	0	0	0	0	0	0	149	0	0	1	0	20	0	170
Outpatient inmates assigned a treatment coordinator:	151	234	30	143	187	113	82	108	214	242	72	106	298	414	261	2655
Number of Outpatient Inmates assigned to Psych Associate:	0	34	2	9	51	18	0	0	0	0	0	10	49	0	40	213
Total number of intake assessments completed during the month (Kilby and Tutwiler):	0	0	0	0	0	0	0	0	638	0	0	0	0	96	0	734
Outpatients prescribed psychotropic Rx:	119	175	25	67	124	80	70	88	142	214	51	58	176	346	161	1896
Incidents of emergency forced psychotropic Rx during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of OP involuntary medication reviews conducted:	0	1	0	2	0	1	0	5	0	0	0	0	0	0	0	9
Number of OP inmates with involuntary medication orders:	2	3	0	6	1	1	0	5	0	4	0	6	1	0	1	30
Total number of groups scheduled for outpatients assigned a treat. Coord:	5	30	2	0	3	4	12	24	4	0	2	0	0	31	0	117
Groups conducted for outpatients assigned a treat. Coord:	4	28	2	0	1	4	12	23	4	0	1	0	0	30	0	109
Number of groups cancellations during the month:	1	2	0	0	2	0	0	1	0	0	1	0	0	1	0	8
Number of individual inmates scheduled for group participation:	24	78	6	0	13	0	44	87	29	0	16	0	0	132	0	429
Number of individual inmates who attended groups:	24	47	6	0	11	0	44	84	29	0	16	0	0	124	0	385
Number of Inmates placed in SEG on the last day of the month:	225	26	0	195	92	80	2	200	134	41	0	216	32	26	17	1286
Number of these coded MH-1 OR MH-2	16	7	0	13	25	8	2	33	22	11	0	31	3	19	9	199
Number of SEG interventions:	0	0	0	0	0	2	0	4	8	0	0	0	0	65	0	79
Number of placements in safe cell for MH observation during the month:	2	2	0	0	1	1	0	4	6	3	0	0	3	1	1	24
Average length of stay in safe cell (in hours):	18.25	120	0	0	303.18	16.89	0	72.74	85.17	147	0	0	44.58	48	56	37.99
Longest length of stay in safe cell (in hours):	21	144	0	0	303.18	16.89	0	161.98	144	310	0	0	86.98	48	56	310
Number of placements in safe cell for suicide watch during the month:	2	1	0	6	7	3	1	3	11	1	0	4	4	17	2	62
Average length of stay in safe cell (in hours):	196.5	37	0	71	161.75	105.93	15	109.88	144	441	0	108.12	85.06	43.76	106.75	26.22
Longest length of stay in safe cell (in hours):	319	37	0	173	434.05	224.55	15	126.95	360	441	0	139.5	110	96	141.5	441
Number of placements in safe cell for precautionary watch during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Average length of stay in safe cell (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Longest length of stay in safe cell (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of placements in restraints for mental health purposes:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Average length of stay in restraints (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Longest length of stay in restraints (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of completed suicides during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of suicide attempts during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of self-injury incidents during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	1
Number of serious suicide attempts during the month:	0	0	0	0	0	1	1	0	0	0	0	0	0	0	2	2
Total number of PREA incidents reported for the month:	0	0	0	0	0	0	0	0	0	0	0	2	0	0	0	2
Number of individual contacts by a Psychiatrist:	64	45	11	0	0	81	30	47	316	0	0	0	41	175	13	823
Number of individual contacts by a Psychologists:	0	0	0	12	0	0	0	50	0	34	0	0	0	36	0	132
Number of individual contacts by a Psych Associate:	0	49	6	0	43	14	0	0	0	0	0	50	96	103	60	421
Number of individual contacts by a Nurse Practitioner:	0	46	0	61	93	0	0	0	25	101	49	42	145	295	71	928
Number of individual contacts by a Mental Health Professional:	167	191	7	90	138	79	51	45	314	189	50	106	211	281	159	2078
Number of individual contacts by a Nurse:	35	54	1	133	44	46	0	81	323	76	1	46	87	217	68	1212
Number of individual contacts by a Activity Technician:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0

FACILITY	Bibb	Bullock	Davis	Donaldson	Easterling	Fountain	Hamilton	Holman	Kilby	Limestone	MW F	St. Clair	Staton	Tutwiler	Ventress	Total
Number of group contacts by a Psychiatrist:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Psychologist:	0	0	0	0	0	0	0	95	0	0	0	0	0	0	0	95
Number of group contacts by a Psych Associate:	0	92	0	0	0	19	0	0	0	0	0	0	202	27	0	340
Number of group contacts by a Nurse Practitioner:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Mental Health Professional:	36	98	0	0	0	0	124	76	0	0	0	0	0	137	0	471
Number of group contacts by a Nurse:	24	16	0	0	11	0	28	76	29	48	0	0	0	29	0	261
Number of group contacts by a Activity Technician:	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of Death Row Contacts (Donaldson & Holman)	0	0	0	2	0	0	0	30	0	0	0	0	0	1	0	33

**ADOC Mental Health
Residential Treatment Unit (RTU) Report
March 2013**

Facility	Bullock	Donaldson	Limestone	Total	Tutwiler
Total bed capacity	252	96	8	356	41
Residential Treatment Unit (RTU) units census on last day of the month:	152	93	1	246	24
Number of admissions during the month:	12	2	0	14	5
Number of discharges during the month:	12	3	0	15	6
Number of inmates classified MH-0	0	0	0	0	0
Number of inmates classified MH-1	0	4	0	4	0
Number of inmates classified MH-2	24	23	0	47	0
Number of inmates classified MH-3:	128	66	1	195	24
Number of inmates classified MH-4:	0	0	0	0	0
Number of inmates classified MH-5	0	0	0	0	0
Number of inmates classified MH-6	0	0	0	0	0
Number of inmates returned from a state-operated hospital during the month:	0	1	0	1	0
Number of inmates transferred to an Intensive Psychiatric Stabilization Unit:	0	0	0	0	0
Number of RTU inmates on Level 1 on the last day of the month:	0	0	0	0	0
Number of RTU inmates on Level 2 on the last day of the month:	0	0	0	0	3
Number of RTU inmates on Level 3 on the last day of the month:	128	66	1	195	11
Number of RTU inmates on Level 4 on the last day of the month:	0	0	0	0	10
Number of RTU inmates housed in Segregation Unit on the last day of the month:	2	0	0	2	2
Number of RTU inmates prescribed psychotropic medication:	124	79	1	204	23
Number of involuntary medication hearings/reviews:	4	4	0	8	0
Number of RTU inmates with involuntary medication orders:	22	18	0	40	0
Number of uses of emergency forced psychotropic medication during the month:	0	0	0	0	0
Number of RTU groups scheduled during the month:	107	53	0	160	34
Number of RTU groups conducted during the month:	79	50	0	129	34
Number of RTU groups cancelled during the month:	28	3	0	31	0
Number of individual Level 2 inmates scheduled for group participation:	0	0	0	0	3
Number of individual Level 2 inmates who attended groups:	0	0	0	0	3
Number of individual Level 3 inmates scheduled for group participation:	128	60	0	188	11
Number of individual Level 3 inmates who attended groups:	113	52	0	165	9
Number of individual Level 4 inmates scheduled for group participation:	0	0	0	0	10
Number of individual Level 4 inmates who attended groups:	0	0	0	0	10
Number of placements in safe cell for MH observation during the month:	1	0	0	1	1
Average length of stay in safe cell (in hours):	92	0	0	92	96
Longest length of stay in safe cell (in hours):	92	0	0	92	96
Number of placements in safe cell for suicide watch during the month:	3	5	0	8	1
Average length of stay in safe cell (in hours):	278	96	0	374	24
Longest length of stay in safe cell (in hours):	744	194	0	938	24
Number of placements in safe cell for precautionary watch during the month:	0	0	0	0	0
Average length of stay in safe cell (in hours):	0	0	0	0	0
Longest length of stay in safe cell (in hours):	0	0	0	0	0
Number of placements in restraints for mental health purposes:	0	0	0	0	0
Average length of stay in restraints (in hours):	0	0	0	0	0
Longest length of stay in restraints (in hours):	0	0	0	0	0
Number of completed suicides on RTUs during the month:	0	0	0	0	0
Number of suicide attempts on RTUs during the month:	0	1	0	1	0
Number of self-injury incidents during the month:	0	0	0	0	0
Number of PREA incidents reported for the month	0	0	0	0	0
Number of individual contacts by a Psychiatrist:	126	72	0	198	45
Number of individual contacts by a Psychologist:	24	10	2	36	6
Number of individual contacts by a Nurse Practitioner:	75	0	1	76	0
Number of individual contacts by a Mental Health Professional:	334	140	0	474	22
Number of individual contacts by a Nurse:	542	254	0	796	120
Number of individual contacts by a Activity Technician:	20	93	0	113	0
Number of group contacts by an Psychiatrist:	0	0	0	0	0
Number of group contacts by a Psychologist:	0	0	0	0	0
Number of group contacts by a Nurse Practitioner:	0	0	0	0	0
Number of group contacts by a Mental Health Professional:	213	24	0	237	34
Number of group contacts by a Nurse:	92	63	0	155	421
Number of group contacts by an Activity Technician:	298	705	0	1003	76

**ADOC Mental Health
Intensive Stabilization Unit (SU) Report
March 2013**

Facility	Bullock	Tutwiler
Bed Capacity of Unit:	30	8
Census on last day of month:	7	0
Number of inmates classified MH-0	0	0
Number of inmates classified MH-1	0	0
Number of inmates classified MH-2	0	0
Number of inmates classified MH-3	0	0
Number of inmates classified MH-4	0	0
Number of inmates classified MH-5	6	0
Number of inmates classified MH-6	1	0
Number of admissions during the month:	9	0
Number of discharges during the month:	12	0
Number of former SU inmates now at a State- Operated Hospital	0	0
Number of transfers to State Operated Hospital during the month:	1	0
Number of inmates with lengths of stay greater than 30 days	2	0
Number of inmates Prescribed Psychotropic medication	6	0
Number of inmates with involuntary medication orders:	2	0
Number of uses of emergency forced Psychotropic Medication during the month	0	0
Number of Involuntary Medication Committee Reviews conducted during the month:	1	0
Number of groups scheduled during the month:	30	0
Number of groups conducted during the month:	24	0
Number of groups cancelled during the month:	6	0
Number of individual inmates scheduled for group participation:	7	0
Number of individual inmates who attended groups:	8	0
Number of placements in safe cell for MH observation during the month:	0	0
Average length of stay in safe cell (in hours):	0	0
Longest length of stay in safe cell (in hours):	0	0
Number of placements in safe cell for suicide watch during the month:	2	0
Average length of stay in safe cell (in hours):	75	0
Longest length of stay in safe cell (in hours):	112	0
Number of placements in safe cell for precautionary watch during the month:	8	0
Average length of stay in safe cell (in hours):	112	0
Longest length of stay in safe cell (in hours):	224	0
Number of placements in restraints for Mental health purposes:	0	0
Average length of stay (in hours):	0	0
Longest length of stay (in hours):	0	0
Number of completed suicides during the month:	0	0
Number of serious suicide attempts during the month:	0	0
Number of Self Injury attempts	0	0
Number of PREA incidents reported for the month.	0	0
Number of individual contacts by a Psychiatrist	147	0
Number of individual contacts by a Psychologists	0	0
Number of individual contacts by a Nurse Practitioner	21	0
Number of individual contacts by a Mental Health Professional	83	0
Individual contacts by a Nurse	763	0
Number of Individual contacts by an Activity Technician	10	0
Number of group contacts by a Psychiatrist	0	0
Number of group contacts by a Psychologist	0	0
Number of group contacts by a Nurse Practitioner	0	0
Number of group contacts by a Nurse	3	0
Number of group contacts by a Activity Technician	14	0
Number of group contacts by a Mental Health Professional	72	0

ADOC Mental Health Work Release Report March 2013

FACILITY	ATMORE	ALEX	B'HAM	CAMDEN	CHILD	DECATUR	ELBA	FARQ	B'HAM	LOXLEY	MOBILE	RED E.	TOTAL
Inmates in institution on last day of month:	240	312	287	130	370	701	200	54	264	474	275	329	3636
Number of Outpatients on Mental Health Caseload:	13	8	48	1	14	24	4	0	9	10	7	5	143
Number classified MH-0:	227	304	239	129	356	677	196	54	255	464	268	324	3493
Number classified MH-1:	13	8	48	1	14	24	4	0	9	10	7	5	143
Number classified MH-2:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number not coded:	0	0	0	0	0	0	0	0	0	0	0	0	0
Outpatient inmates assigned a treatment coordinator:	13	8	48	1	14	24	4	0	9	10	7	5	143
Outpatients prescribed psychotropic Rx:	11	8	40	0	8	20	1	0	6	8	5	5	112
Number of Inmates placed in Administrative SEG during the month	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of these coded MH-1 OR MH-2	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of SEG interventions:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of placements in safe cell for MH observation during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Average length of stay in safe cell (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0
Longest length of stay in safe cell (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of placements in safe cell for suicide watch during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Average length of stay in safe cell (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0
Longest length of stay in safe cell (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of placements in safe cell for precautionary watch during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Average length of stay in safe cell (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0
Longest length of stay in safe cell (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of placements in restraints for mental health purposes:	0	0	0	0	0	0	0	0	0	0	0	0	0
Average length of stay in restraints (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0
Longest length of stay in restraints (in hours):	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of completed suicides during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of suicide attempts during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of self-injury incidents during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of serious suicide attempts during the month:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of PREA incidents reported for the month	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of individual contacts by a Psychiatrist:	12	2	39	1	0	0	0	0	0	6	3	2	65
Number of individual contacts by a Psychologists:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of individual contacts by a Nurse Practitioner:	0	0	0	0	6	2	3	0	0	0	0	0	11
Number of individual contacts by a Mental Health Professional:	5	3	25	0	6	13	3	0	4	3	8	2	72
Number of individual contacts by a Nurse:	1	0	0	0	0	0	0	0	0	0	0	0	1
Number of individual contacts by a Activity Technician:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Psychiatrist:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Psychologist:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Nurse Practitioner:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Mental Health Professional:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Nurse:	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of group contacts by a Activity Technician:	0	0	0	0	0	0	0	0	0	0	0	0	0

APPENDIX J

Alabama Department of Corrections Mental Health Classifications		
Classification Levels	Description and Care Provided	Housing
MH-0	<ol style="list-style-type: none"> No identified need for mental health assistance. Receives crisis intervention services when indicated. Can participate in ADOC programs as available. 	General Population; Segregation
MH-1	<ol style="list-style-type: none"> Mild impairment in mental functioning, such as depressed mood or insomnia. Monitored due to discontinuation of psychotropic medication. Inmate is <u>stable</u> with treatment provided on an outpatient basis to include counseling, activities, and/or psychotropic medication. Can participate in ADOC programs as available. Eligible for Keep on Person (KOP) program. Requires multidisciplinary treatment plan. 	General Population; Segregation
MH-2	<ol style="list-style-type: none"> Mild impairment in mental functioning, such as depressed mood or insomnia. Monitored due to discontinuation of psychotropic medication. Self-injury history of current clinical concern. Inmate is <u>not stable</u> with treatment provided on an outpatient basis to include counseling, activities, and/or psychotropic medication. Can participate in ADOC programs as available. Requires multidisciplinary treatment plan. 	General Population; Segregation
MH-3	<ol style="list-style-type: none"> Moderate impairment in mental functioning, such as difficulty in social situations and/or poor behavioral control. At risk if assigned to the general population Structured treatment program includes counseling, activities, and/or psychotropic medication. Requires multidisciplinary treatment plan. 	Residential Treatment Unit (RTU) – open dorm
MH-4	<ol style="list-style-type: none"> Severe impairment in mental functioning, such as suicidal ideation and/or poor reality testing. Unable to adjust in the general population. Limited ability to attend treatment and activity groups. Ancillary services, such as special education, are provided in the residential treatment unit. Requires psychotropic medication for continued stabilization. Requires an escort when moving through the institution. Requires multidisciplinary treatment plan. 	Residential Treatment Unit (RTU) – closed dorm
MH-5	<ol style="list-style-type: none"> Severe impairment in mental functioning, such as delusions, hallucinations, or inability to function in most areas of daily living. Requires more intensive psychopharmacological Interventions. Treatment includes observation and monitoring. Infirmity-level care is needed. Requires multidisciplinary treatment plan. 	Intensive Psychiatric Stabilization Unit (SU)
MH-6	<ol style="list-style-type: none"> Severe debilitating symptoms, such as persistent danger of hurting self or others, recurrent violence, inability to maintain minimal personal hygiene, or gross impairment in communication. Cannot safely and/or adequately be treated in an Intensive Stabilization or Health Care Unit. This code is effective once an inmate is referred to commitment process. 	State Commitment or Hospital Services

MENTAL HEALTH CASELOAD DIAGNOSES

DSM-4 AXIS I DISORDERS						
	Psychotic Disorders	Mood Disorders	Anxiety Disorders	Adjustment Disorders	Cognitive Disorders	Others
Bibb	43	99	6	10	0	2
Bullock IP	129	22	8	1	4	6
Bullock OP	105	61	24	11	3	9
Donaldson	152	25	9	4	2	0
Easterling	37	93	21	23	0	2
Fountain	32	58	6	8	0	4
Hamilton	16	52	4	1	5	0
Holman	52	32	2	27	0	1
Kilby	42	131	17	23	0	8
Limestone	63	160	55	19	2	3
St. Clair	32	38	10	11	0	5
Staton	55	146	23	15	4	11
Tutwiler	34	263	35	17	0	0
Ventress	61	117	14	14	1	4
Totals	853	1297	234	184	21	55

APPENDIX L

TOP 50 PSYCHOTROPIC MEDICATIONS BY COST

MARCH 2012 – FEBRUARY 2013

	<u>Brand Name</u>	<u>Cost</u>
1	Risperdal	\$151,523
2	Prolixin	\$ 98,075
3	Haldol	\$ 59,871
4	Geodon	\$ 55,893
5	Zyprexa	\$ 50,129
6	Thorazine	\$ 46,809
7	Trilafon	\$ 35,676
8	Wellbutrin	\$ 27,338
9	Remeron	\$ 20,854
10	Cogentin	\$ 17,294
11	Abilify	\$ 15,353
12	Depakote	\$ 15,301
13	Seroquel	\$ 13,672
14	Cymbalta	\$ 13,331
15	Elavil	\$ 13,036
16	Symmetrel	\$ 11,909
17	Clozaril	\$ 11,755
18	Effexor	\$ 9,668
19	Vistaril	\$ 7,942
20	Zoloft	\$ 7,111
21	Desyrel	\$ 6,678
22	Prozac	\$ 5,340
23	Tegretol	\$ 4,635
24	Strattera	\$ 4,505
25	Celexa	\$ 3,621
26	Paxil	\$ 3,379
27	Navane	\$ 3,365
28	Depakene	\$ 2,848
29	Eskalith	\$ 2,616
30	Norpramin	\$ 1,396
31	Benadryl	\$ 667
32	Neurontin	\$ 530
33	BuSpar	\$ 527
34	Lamictal	\$ 486
35	Sinequan	\$ 404
36	Tofranil	\$ 391
37	Stelazine	\$ 389
38	Vitamin A/ D	\$ 363

**TOP 50
PSYCHOTROPIC MEDICATIONS
BY COST**

MARCH 2012 – FEBRUARY 2013
(continued)

39	Inderal	\$ 353
40	Clomipramine	\$ 242
41	Catapres	\$ 215
42	Lexapro	\$ 209
43	Pamelor	\$ 189
44	Prilosec	\$ 188
45	Topamax	\$ 175
46	Ativan	\$ 169
47	Vivitrol	\$ 156
48	Zantac	\$ 153
49	Levothroid	\$ 148
50	Klonopin	\$ 119

APPENDIX M

ADOC PSYCHOTROPIC MEDICATION COST TRENDING

MARCH 2010 – FEBRUARY 2013

	<u>3/1/2010</u>	<u>4/1/2010</u>	<u>5/1/2010</u>	<u>6/1/2010</u>	<u>7/1/2010</u>	<u>8/1/2010</u>	<u>9/1/2010</u>	<u>10/1/2010</u>	<u>11/1/2010</u>	<u>12/1/2010</u>	<u>1/1/2011</u>	<u>2/1/2011</u>	<u>Total</u>
Rx Cost	\$84,019	\$84,544	\$ 87,047	\$ 99,061	\$ 73,421	\$ 90,374	\$ 89,032	\$ 82,315	\$ 90,412	\$ 93,491	\$ 87,673	\$ 87,207	\$ 1,048,596
Credits	\$ (5,275)	\$ (6,549)	\$ (2,983)	\$ (3,536)	\$ (809)	\$ (2,214)	\$ (1,691)	\$ (967)	\$ (3,261)	\$ (4,236)	\$ (1,451)	\$ (278)	\$ (33,251)
Admin Fees	\$ 16,421	\$ 15,302	\$ 14,568	\$ 16,679	\$ 14,542	\$ 16,262	\$ 16,468	\$ 16,320	\$ 16,145	\$ 17,472	\$ 16,680	\$ 16,168	\$ 193,027
Adjustments	\$ (9,514)	\$ (4,132)	\$ 665	\$ (8,316)	\$ 50	\$ (267)	\$ 1,904	\$ (1,484)	\$ 25,704	\$ (25,431)	\$ (175)	\$ (195)	\$ (21,191)
Net MHM Cost	\$ 85,651	\$ 89,165	\$ 99,297	\$ 103,888	\$ 87,204	\$ 104,154	\$ 105,714	\$ 96,184	\$ 129,000	\$ 81,296	\$ 102,727	\$ 102,902	\$ 1,187,182

	<u>3/1/2011</u>	<u>4/1/2011</u>	<u>5/1/2011</u>	<u>6/1/2011</u>	<u>7/1/2011</u>	<u>8/1/2011</u>	<u>9/1/2011</u>	<u>10/1/2011</u>	<u>11/1/2011</u>	<u>12/1/2011</u>	<u>1/1/2012</u>	<u>2/1/2012</u>	<u>Total</u>
Rx Cost	\$ 92,462	\$ 78,128	\$ 81,930	\$ 86,663	\$ 76,631	\$ 79,448	\$ 77,875	\$ 77,276	\$ 71,594	\$ 72,417	\$ 85,490	\$ 80,535	\$ 960,450
Credits	\$ (462)	\$ (1,488)	\$ (110)	\$ (520)	\$ (324)	\$ (288)	\$ (1,480)	\$ (721)	\$ (2,612)	\$ (584)	\$ (1,025)	\$ (1,484)	\$ (11,098)
Admin Fees	\$ 18,313	\$ 16,180	\$ 17,389	\$ 18,124	\$ 16,077	\$ 17,646	\$ 16,627	\$ 15,638	\$ 16,903	\$ 17,029	\$ 18,124	\$ 16,800	\$ 204,849
Adjustments	\$ (216)	\$ 494	\$ (390)	\$ (58)	\$ (117)	\$ 578	\$ (194)	\$ 1,807	\$ (7,692)	\$ 3,023	\$ (3,727)	\$ 4,763	\$ (1,729)
Net MHM Cost	\$ 110,097	\$ 93,313	\$ 98,819	\$ 104,209	\$ 92,267	\$ 97,384	\$ 92,828	\$ 94,000	\$ 78,193	\$ 91,885	\$ 98,862	\$ 100,614	\$ 1,152,472

	<u>3/1/2012</u>	<u>4/1/2012</u>	<u>5/1/2012</u>	<u>6/1/2012</u>	<u>7/1/2012</u>	<u>8/1/2012</u>	<u>9/1/2012</u>	<u>10/1/2012</u>	<u>11/1/2012</u>	<u>12/1/2012</u>	<u>1/1/2013</u>	<u>2/1/2013</u>	<u>Total</u>
Rx Cost	\$ 82,155	\$ 65,955	\$ 52,943	\$ 54,566	\$ 53,768	\$ 61,013	\$ 51,574	\$ 55,636	\$ 64,105	\$ 62,496	\$ 67,270	\$ 62,095	\$ 733,575
Credits	\$ (1,101)	\$ (3,943)	\$ (2,304)	\$ (2,180)	\$ (5,336)	\$ (1,885)	\$ (2,061)	\$ (4,461)	\$ (3,101)	\$ (8,015)	\$ (7,235)	\$ (8,071)	\$ (49,692)
Admin Fees	\$ 18,762	\$ 17,092	\$ 18,451	\$ 18,167	\$ 17,553	\$ 18,660	\$ 15,996	\$ 18,136	\$ 18,766	\$ 17,182	\$ 18,904	\$ 17,096	\$ 214,765
Adjustments	\$ (1,990)	\$ 4,711	\$ 15	\$ (6,748)	\$ (12,117)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (16,129)
Net MHM Cost	\$ 97,826	\$ 83,816	\$ 69,105	\$ 63,806	\$ 53,867	\$ 77,787	\$ 65,510	\$ 69,311	\$ 79,770	\$ 71,663	\$ 78,939	\$ 71,120	\$ 882,520

APPENDIX N

ADOC PRISON RAPE ELIMINATION ACT TREATMENT PROGRAM

With the passage of the Prison Rape Elimination Act (PREA) in 2003, state correctional institutions are required to engage in activities designed to eliminate prison rape. Within a correctional setting, sexual victimization affects 16% of adult male and 27% of adult female inmates. Upon intake, 25% of inmates report a history of prior sexual victimization. Sexual contact through the use of force accounts for 7% of institutional victimization.

A major concern within Corrections is inmate violence towards staff, property, and/or other inmates. The detection of inmates with a propensity to act-out allows staff to institute preventative measures designed to restrict the overt expression of such behavior. Given that the base rate for violent behavior is low, utilizing measures to predict at risk offenders is expedient.

Inmates who sexually act-out represent a heterogeneous group composed of many variations and types as well as differences in victim selection and degree or level of risk to reoffend. Determining the level of risk is critical in developing management strategies to address safety needs and victim protection. Assessment and treatment should be closely integrated and not separate activities. The results of the assessment should inform the inmate's risk level and treatment needs. The results of treatment should reflect the amount of treatment change and level of post-treatment risk. Research indicates programming and treatment are the most effective prison violence reduction strategies available based on models designed to change, rather than control inmates.

Behavior can be predictive in nature considering a person with a number of similar characteristics, when placed in similar situations, will act on average in similar ways. Prediction evaluation involves judgments of a relative risk. Prediction becomes a statement of probability concerning the propensity towards dangerous behavior, rather than an absolute.

Predictions based on empirically derived instruments are considered statistical and/or actuarial, while predictions based on individual discretion are viewed as clinical. The clinical approach conducts personal interviews with the inmate to elicit information. This approach is time consuming, subjective, and inconsistent rendering the process fairly ineffective in establishing risk for future acting-out. Actuarial tests utilize statistical techniques to generate risk predictors. The mechanics of actuarial instruments rely on objective measures of each offender's prior behaviors and personal characteristics. These static and dynamic factors are combined to yield a probabilistic relationship between the given factors and the outcome of reoffending. A quantitative score is generated, which is scaled to indicate the likelihood of further acting-out. Actuarial measures are generally superior to clinical judgment with respect to consistency (reliability) and accuracy (validity). Vendor will work in concert with the ADOC to develop and implement risk assessment instruments to measure risk levels and treatment effectiveness.

Vendor will establish and provide a PREA treatment program at Bullock CF and Tutwiler PFW as part of out-patient services. Vendor will establish a multi-phase program that includes: Phase I Awareness Program and Phase II Psycho-Educational Program. The program will address predatory sexual behavior and utilize the containment model. With the appropriate external mechanisms in place, many at risk offenders can learn through cognitive-behavioral programs to manage offending behaviors and decrease risk of re-offending.

Vendor will be responsible for program design and implementation while working collaboratively with the ADOC. Phase I will consist of 20-hour Awareness Program using informational modules to increase an offender's awareness of the harmful effects of sexual abuse and exploitation. Phase II will consist of a 180-hour cognitive-behavioral program focusing on risk assessment, identification of deviance cycle, intervention strategies, and relapse prevention.

Research suggests that the disruptive nature of the sexual behavior that occurs in prison might be a replication and continuation of unstable and mutually violent relationships that occurred in the community. Attributional theory posits that behaviors manifest in prison are the product of individual characteristics and tendencies rather than any adjustments motivated entirely by the characteristics and demands of the prison environment. At a minimum, inmates, who engage in predatory behavior, are in general more emotionally volatile, threatening in their behavior, and have a history of various forms of abuse and family disruption.

Vendor will responsible for: data collection and record maintenance, creation of databases for processing, completing and assessing data, generation of necessary documentation and forms to provide services, and the development and monitoring of performance measures.

1. Monthly reports will include, at minimum, the following:

- a) An overview identifying the status of the program that outlines significant accomplishments, training, or problems that have been encountered with potential solutions.
- b) A summary of program participation that includes the number of completions by phase, waiting list, and risk assessment completed. Data should be maintained in such a manner that specific information can be reported as requested.

2. Quarterly reports will include, at minimum, the following:

- a) Program effectiveness measures including institutional adjustment and relapse date.
- b) Program efficiency data to include phase completions and risk assessments completed.
- c) Risk reduction data.
- d) Summaries and recommendations based upon overall quality assurance activities.

3. Annual reports will include, at a minimum, the following:

- a) Overview of facility programming and annual statistical reports.
- b) Overview and statistical data on quality assurance activity including recidivism data.
- c) Overview of problem areas that have been resolved and identification of areas of improvement that may be needed.

An administrative committee comprised of both Vendor and ADOC representatives shall be established to address overall program management issues. Issues that may be addressed include, but are not limited to:

- 1) Defining responsibility;
- 2) Contract implementation;
- 3) Performance measurements,
- 4) Delivery and continuity of services,
- 5) Communication between Vendor and the ADOC, and
- 6) Program policy.

This committee shall meet at a minimum every other month.

Vendor shall implement and maintain a continuous quality assurance and improvement program as part of the PREA treatment program. The Quality Assurance Program shall be conducted jointly between Vendor and the ADOC. The Committee shall review:

- 1) Performance data;
- 2) Critical incidents;
- 3) Satisfaction surveys;
- 4) Outcome data;
- 5) Environmental data;
- 6) Compliance with all applicable laws, rules and regulations; and
- 7) Use of any special treatment procedures.

Significant findings and recommendations for improvement shall be systematically communicated to the staff through regular team meetings. Meeting agendas and minutes shall be maintained by Vendor and quarterly quality assurance summary reports shall be delivered to the ADOC. This committee shall meet at a minimum every other month.

The ADOC will provide Vendor with security coverage, programming space, furniture, and utilities at designated program site. Vendor shall be responsible for purchasing and maintaining any equipment or materials needed to carry out its duties as part of this program. Vendor shall purchase and supply all assessment materials and provide all program psycho-educational materials (e.g. videos, workbooks, pamphlets, handouts). Vendor shall also be responsible for providing all office supplies for program staff. Any equipment provided by the ADOC for use by Vendor may not be removed from the site. Existing equipment shall remain the property of the ADOC, which shall be responsible for all costs associated with the maintenance and repair of existing equipment provided for Vendor's use unless such repair is the direct result of negligence or the willful misconduct of Vendor or employees.

APPENDIX O

DEMENTIA TREATMENT PROGRAM

Vendor will work in concert with the medical services provider to establish a dementia treatment program. The program will utilize Stabilization cells and Residential treatment beds. The program will be designed to treat those inmates suffering from dementia that can no longer be maintained at another institution.

Dementia is a slow, progressive decline in mental function in which memory, thinking, judgment, and the ability to learn become impaired. The most common cause of dementia is Alzheimer's disease. Other causes include Lewy body dementia and vascular dementia. Mental function typically deteriorates over a period of 2 to 10 years. Because dementia usually begins slowly and worsens over time, it may not be identified at first. As dementia worsens the ability to keep track of time and recognize people, places, and objects is reduced. People with dementia typically have problems finding and using the right word and have difficulty with abstract thinking. Emotions may be changeable and unpredictable. Changes in personality are common. Psychiatric symptoms tend to present later, particularly when the person becomes more dependent. Psychotic manifestations and other behavior problems may be more troubling and challenging than cognitive losses. Delusional misidentifications may become problematic. Non-psychotic behaviors associated with dementia include agitation, wandering, and aggression.

Because people with dementia have difficulty understanding what they see and hear, they may misinterpret the situation. Because their short-term memory is impaired, they cannot remember what they are told or have done. They repeat questions and conversations, demand constant attention, or ask for things they have already received. Eventually, people with dementia become unable to follow conversations and may become unable to speak. In most advanced forms, dementia results in a near complete inability to function. People become totally dependent on others and may become bedridden. Eventually, people may have difficulty swallowing food without choking. Death often results from an infection, such as pneumonia.

Forgetfulness is one of the first signs noticed. Diagnosis is usually based on the person's age and family history, development and progression of symptoms, results of a neurologic examination, and presence of other disorders. For most dementias, no treatment can restore mental function. Creating a supportive environment is essential. Structure and routine help with stability. Low stress activities should be offered on a regular basis. Continued mental activity, including hobbies, interest in current events, and reading should be encouraged. Before dementia becomes too severe decisions should be made about medical care. People with dementia can benefit from a safe, stable, and familiar environment as well as help with orientation.

Non-pharmacologic interventions are important adjuncts to psychopharmacologic agents. The Vendor will develop and implement a program to treat dementia that addresses the following areas, but not limited to:

1. Ensuring a safe environment.
2. Maintaining good nutrition.
3. Managing sleep problems.
4. Developing treatment plans to make the most of remaining abilities.
5. Assisting with activities of daily living.
6. Helping the person avoid confusion.

7. Managing agitation.
8. Managing wandering.
9. Establishing advanced directives.

Stages of Alzheimer's Disease

Alzheimer's disease can be divided into seven stages which occur as a gradual diminishment of capacities.

I. No impairment of normal function:

No signs of memory loss are visible nor does the person experience any Alzheimer's disease related symptoms.

II. Very mild cognitive decline:

The person may experience some loss of memory, such as forgetting familiar words, names, or location of their wristwatch, eyeglasses or any such objects of daily use. Others may observe these signs.

III. Mild cognitive decline:

Early stage Alzheimer's disease can be diagnosed in individuals with the following symptoms:

- Trouble remembering words or names.
- Lose of ability to remember names of individuals newly introduced.
- Difference in performance can be easily noticed in a work or social environment by others.
- Less reading retention.
- Misplace or lose valuable objects.
- Decreased ability to plan or organize.

IV. Moderate cognitive decline:

Mild or early stage Alzheimer's disease with the following clear-cut deficiencies being observed:

- Failure to recollect recent incidents or current events.
- Cannot perform challenging mental arithmetic.
- Unable to plan or organize complex tasks.
- More socially withdrawn and silent in challenging situations.

V. Moderately severe cognitive decline:

Moderate or mid-stage Alzheimer's disease with major gaps in memory and deficits in cognitive functioning. Assistance with daily activities may be required and the following deficiencies are observed:

- Failure to recall current address or name of school attended.
- Person is in a confused state of mind with regards to current location, date, day of the week, and /or season.
- Failure to perform even lesser challenging mental arithmetic, such as counting backwards from 40 by 4s.
- Requires help in choosing the appropriate clothing for a particular season or occasion.
- Generally, the person retains substantial knowledge and can tell his/her own name, names of their spouse or children.
- Person does not require any assistance for eating or using toilet.

VI. Severe cognitive decline:

Also called moderately severe stage of Alzheimer's disease with memory difficulties continuing to worsen, substantial personality changes emerging, and requiring considerable amount of help for day-to-day activities. The following symptoms are observed:

- Loses track of some of the most recent experiences, events and surroundings. Cannot recall personal history exactly, though can recall name perfectly. Can distinguish familiar faces from unfamiliar faces.
- Requires help to dress appropriately. Tends to create errors, such as wearing shoes on wrong feet.
- Experiences disturbance in normal sleep/waking cycle.
- Requires help for handling details of toileting, such as flushing toilet, wiping and proper disposal of tissue paper.
- Increase episodes of urinary or fecal incontinence.
- Changes in behavior, including suspicion and delusions, such as suspecting the care giver as an impostor; hallucinations, repetitive behavior, such as hand wringing.
- Tends to wander and/or get lost.

VII. Very severe cognitive decline:

The last stage called Severe or late-stage Alzheimer's disease with the person losing the ability to respond to environment, unable to communicate orally, and unable to control movements.

- Lose of ability to communicate in a recognizable speech.
- Need assistance in eating and toileting with "general incontinence of urine."
- Gradual loss of ability to walk without support, sit, smile and/or hold head up.
- Muscles become rigid and reflexes abnormal with swallowing becoming impaired.

Early-stage Alzheimer's Signs and Symptoms

The focus of early-stage Alzheimer's is cognitive decline. Memory and concentration problems are evident and measurable by cognitive tests. Communication issues surface. Changes in personality and/or idiosyncratic behaviors begin to appear. As a result, performance suffers.

Cognitive and memory problems begin to appear:

- Confusion.
- Forgets names and words; might make up words, or quit talking to avoid mistakes.
- Repeats questions, phrases or stories, in the same conversation.
- Forget own history, recent personal events, and current events.
- Less able to plan, organize, or think logically.
- Increasing difficulty with routine tasks.
- Increasingly unable to make decisions; defers to others' choices.
- Poor judgments, decline in problem-solving skills.
- Money and math problems.
- Disoriented in time and place; may become lost in familiar places.
- Trouble concentrating and learning new things; avoids change.
- Withdraws from social and mental challenges.
- Misplaces valuable possessions; hides things or put things away in strange places and then forgets where they are.

Communication problems are observed:

- May converse "normally" until a memory lapse occurs.
- Begins to have difficulty expressing oneself.
- Even if unable to speak well, can still respond to others.
- Increasing difficulty comprehending reading material.

Personality changes are evident:

- Apathetic, withdrawn, avoids people.
- Anxious, irritable, agitated.
- Insensitive to others' feelings.
- Easily angered when frustrated, tired, rushed, or surprised.

Idiosyncratic behaviors start to develop:

- Hoards, checks, or searches for objects of little value.
- Forgets to eat, or eats constantly, or eats only one kind of food.

Mid-Stage Alzheimer's Signs and Symptoms

The focus of mid-stage Alzheimer's disease is a decline in functioning of many body systems at once and steadily increasing dependence on caregivers. In mid-stage Alzheimer's disease, the cognitive problems of early Alzheimer's get worse and new ones develop. Memory and cognition problems become severe, communication becomes warped, and personality is transformed.

There is a marked change in appearance and hygiene as the person becomes less and less able to take care of self. Physical problems increase, including problems with voluntary control of the body and health declines. Wondering, aggressiveness, hallucinations, and paranoia appear.

This stage is the longest. Those who are able to recognize their own decline are especially at risk for becoming suicidal during this stage.

Significant cognitive decline and memory problems continue:

- Forgets recent events, forgets own history. When the person cannot remember something, they make up something instead.
- Increasing difficulty in sorting out names and faces of family and friends, but can still distinguish familiar from unfamiliar faces.
- Still knows own name, but no longer remembers their address.
- Loses track of possessions. May take others' belongings.
- Can no longer think logically or clearly. Cannot organize own speaking or follow others' logic. Can no longer follow written or oral instructions or a sequence of steps. Arithmetic and money problems escalate.
- Disoriented about the season, day of the week, and/or time of day.
- Disconnected from reality. Does not recognize self in the mirror. May think that a television story is real.

Communication skills worsen:

- Problems with speaking, understanding, reading, and writing.
- Repeats stories, words, and gestures; repetitive questions.
- May still be able to read, but cannot respond correctly.
- Problems finishing sentences.
- May revert to first speaking language (need a multilingual caregiver).

Personality changes become more significant:

- Apathetic, withdrawn.
- Anxious, agitated.
- Unmannerly, aggressive or threatening.
- Suspicious and paranoid.
- Delusional, has hallucinations. May hear, see, smell, or taste things that are not present.
- May have an exaggeration of normal personality characteristics.

Idiosyncratic behaviors evolve:

- Inappropriate sexual behavior: may mistake another person for spouse and/or may disrobe or masturbate in public.

- Rummages through things, hides things.
- Restlessness, pacing, repetitive movements: fingers certain objects over and over, tries doorknobs; hand-wringing; tissue-shredding.
- Wandering, including chatting to oneself while wandering. May wander away from the caregiver and familiar, safe surroundings.
- Disruption of the normal sleep-wake cycle: “sun downing” (naps during the day, active from late afternoon through the night)

Increasing dependence and need for help with the activities of daily living:

- May eat without help, but needs help remembering to eat and drink enough.
- Needs help dressing appropriately for the weather or occasion. May need help putting clothing onto the correct body part.
- Needs help with grooming: bathing, brushing teeth, combing hair.
- Needs help using the toilet.
- May no longer be safe when left alone: could fall, burn, and/or neglect self. Although able to care for self in some ways, needs full-time supervision for safety.

Voluntary control of the body begins to decline:

- Urinary and fecal incontinence increase over time.
- Has trouble getting comfortable in a chair or on the toilet.
- Muscle twitches.

Late-stage Alzheimer's Signs and Symptoms

The focus of late-stage Alzheimer's disease is the complete deterioration of the personality. Cognitive symptoms worsen and physical symptoms become profound. The loss of brain cells in all parts of the brain leads to lack of functioning in all systems of the body. The wild behaviors of earlier stages disappear, replaced by a dulling of the mind and body.

Cognition and memory decline further:

- No longer recognizes familiar people, including spouse and/or family members.
- Needs complete help with all activities of daily living.
- Requires full-time care.

Communication skills worsen:

- Appears uncomfortable, but cries out when touched or moved.
- Can no longer smile.
- Either does not speak or speaks incoherently with just words or phrases.
- May call or cry out repetitively or groan or mumble loudly.
- Cannot write or comprehend reading material.

Voluntary control of the body increasingly worsens:

- Cannot control bodily movements. Muscles are rigid.
- Complete urinary and bowel incontinence.
- Cannot walk, stand, sit up, or hold up head without assistance. Falls frequently, if not assisted.
- Bedridden.
- Cannot swallow easily, may choke on food.
- No more wandering; cannot move voluntarily.

Health declines considerably:

- Frequent infections.
- Seizures.
- Loses weight.
- Skin becomes thin and tears easily.
- Reflexes are abnormal.

Body shuts down:

- May refuse to eat or drink.
- Cannot respond to the environment.
- May quit urinating.
- Little response to touch.
- Sensory organs shut down: organs may function correctly, but brain cannot interpret input.
- May only feel cold and discomfort.
- Exhausted, sleeps more.

Personality changes and idiosyncratic behaviors become extreme:

- Apathetic, withdrawn.
- Dulling of the personality.
- May pat or touch things repeatedly.

As the end of life approaches, the Alzheimer's patient may require around-the-clock care. The guidance of a physician and/or a hospice team will be needed.

DRAFT

Chart Review Title: Reception Screening										Threshold: _____ %			
Chart Review Period:										Institution:			
Date Source of Charts: Prior <u>90</u> days										Date:			
Log Sample Size Total Number: _____										Reviewer/s:			
Number Randomly Selected:													
Targeted Number Selected:													
Updated as of													
Office of Health Services													
	Chart Identification Number									TOTALS			
Measures: Y = Yes, N = No, N/A = Not Applicable										# Yes	# No	# N/A	% Met
Is nurse notified of newly received inmates in need of screening?										0	0	0	0.00
Nurse documents screening on MH Form?										0	0	0	0.00
Medication is verified?										0	0	0	0.00
If referral made by nurse to psychiatrist, is Reception Screening MH referral Form used?										0	0	0	0.00
Is Form filled out completely?										0	0	0	0.00
Do referrals receive timely follow-up?										0	0	0	0.00
Psychiatric appointments are scheduled?										0	0	0	0.00
Are psychiatric reviews occurring within 14 days?										0	0	0	0.00
Is treatment planning a multidisciplinary process?										0	0	0	0.00
Was inmate seen by nurse within 24 hours of arrival?										0	0	0	0.00
Were medications verified and documented as such?										0	0	0	0.00
If receiving mental health services prior; referred to psychiatrist?										0	0	0	0.00
Medications renewed for 14 days?										0	0	0	0.00
Seen by a psychiatrist within 14 days?										0	0	0	0.00
If referred for immediate follow up – seen within 72 hours of arrival at facility?										0	0	0	0.00
Does the psychiatric evaluation include current complaint?										0	0	0	0.00
Does psychiatric evaluation include MH history including medication history?										0	0	0	0.00
Total Score										0	0	0	0.00

DRAFT


Chart Review Title: Reception Screening		Threshold: _____ %
Chart Review Period:		Institution:
Date Source of Charts: Prior _90_ days		Date:
Log Sample Size Total Number: _____	Office of Health Services	Reviewer/s:
Number Randomly Selected:		
Targeted Number Selected:		
Updated as of		

	Chart Identification Number										TOTALS			
Measures: Y = Yes, N = No, N/A = Not Applicable											# Yes	# No	# N/A	% Met
Does psychiatric evaluation include review of medical history?											0	0	0	0.00
Does psychiatric evaluation include review of family history?											0	0	0	0.00
Does psychiatric evaluation include review of substance abuse history?											0	0	0	0.00
Does psychiatric evaluation include a brief social history?											0	0	0	0.00
Does psychiatric evaluation include a mental status exam?											0	0	0	0.00
Does psychiatric evaluation include diagnostic impressions?											0	0	0	0.00
Is there a treatment plan?											0	0	0	0.00
Nurse has input into multidisciplinary treatment plan?											0	0	0	0.00
Does psychiatrist provide input into treatment plan?											0	0	0	0.00
Documentation in medical record inmate received information about MH services on admission?											0	0	0	0.00
If prior mental health history, was inmate asked to sign release of information?											0	0	0	0.00
Was inmate assigned a MH code? (should be on Problem List)											0	0	0	0.00
Did inmate receive suicide screening at intake?											0	0	0	0.00
											0	0	0	0.00
											0	0	0	0.00
											0	0	0	0.00
											0	0	0	0.00
											0	0	0	0.00
											0	0	0	0.00
Total Score											0	0	0	0.00

DRAFT


Chart Review Title: Stabilization Unit		Threshold: _____ %
Chart Review Period:		Institution:
Date Source of Charts: Prior <u>90</u> days		Date:
Log Sample Size Total Number: _____	Office of Health Services	Reviewer/s:
Number Randomly Selected:		
Targeted Number Selected:		
Updated as of		

	Chart Identification Number	TOTALS			
Measures: Y = Yes, N = No, N/A = Not Applicable		# Yes	# No	# N/A	% Met
Inmates referred to the unit in accordance with AR?		0	0	0	0.00
Does an MHP clinically assess the appropriate nature of every admission?		0	0	0	0.00
Are nursing assessments completed on all inmates?		0	0	0	0.00
Is a psychiatric assessment completed on all inmates within one working day?		0	0	0	0.00
Is treatment planning a multidisciplinary process?		0	0	0	0.00
Are mental health groups conducted on a weekly basis?		0	0	0	0.00
Are inmates considered for inpatient hospitalization if not stabilized within 30 days?		0	0	0	0.00
Is there 24 hour nursing coverage?		0	0	0	0.00
Are restraints used?		0	0	0	0.00
Is administration of forced medication in accordance with AR?		0	0	0	0.00
Is discharge a multidisciplinary decision?		0	0	0	0.00
Are inmates discharged without consent of the multidisciplinary team?		0	0	0	0.00
Are recommendations for follow up needs clearly documented at the time of discharge?		0	0	0	0.00
Are corrections staff included in the treatment program?		0	0	0	0.00
Is medication noncompliance communicated to the psychiatrist on a daily basis?		0	0	0	0.00
Total Score		0	0	0	0.00

DRAFT


Chart Review Title: SU Medical Records		Threshold: _____ %
Chart Review Period:		Institution:
Date Source of Charts: Prior 90 days		Date:
Log Sample Size Total Number: _____	Office of Health Services	Reviewer/s:
Number Randomly Selected:		
Targeted Number Selected:		
Updated as of		

	Chart Identification Number								TOTALS				
Measures: Y = Yes, N = No, N/A = Not Applicable										# Yes	# No	# N/A	% Met
Date of Admission?										0	0	0	0.00
Reason for admission documented?										0	0	0	0.00
Was admission approved by On-Site Administrator?										0	0	0	0.00
Was nursing assessment completed within 4 hours of admission?										0	0	0	0.00
Was an initial assessment completed by MHP to include a review of treatment history?										0	0	0	0.00
Was a mental status exam completed by a psychiatrist/NP within 24 hours of admission?										0	0	0	0.00
Was a treatment plan created within 48 hours of admission?										0	0	0	0.00
Did MHP sign treatment plan?										0	0	0	0.00
Did psychiatrist sign treatment plan?										0	0	0	0.00
Did nurse sign treatment plan?										0	0	0	0.00
Did inmate sign treatment plan?										0	0	0	0.00
Has treatment plan been reviewed since admission?										0	0	0	0.00
Evidence of regular contact with MHP?										0	0	0	0.00
Evidence of "frequent monitoring" by psychiatrist?										0	0	0	0.00
Is there documentation of small group contacts multiple times per week?										0	0	0	0.00
Is medication noncompliance tracked daily?										0	0	0	0.00
Is there documentation of medication education?										0	0	0	0.00
Is there documentation that inmate provided informed consent for all medications?										0	0	0	0.00
Total Score										0	0	0	0.00

DRAFT

Chart Review Title:	SU Medical Records		Threshold:	_____ %
Chart Review Period:			Institution:	
Date Source of Charts:	Prior _90_ days		Date:	
Log Sample Size Total Number:	_____		Reviewer/s:	
Number Randomly Selected:				
Targeted Number Selected:				
Updated as of				

	Chart Identification Number										TOTALS			
Measures: Y = Yes, N = No, N/A = Not Applicable											# Yes	# No	# N/A	% Met
AIMS completed every 6 months?											0	0	0	0.00
Weight monitoring conducted as appropriate for atypicals?											0	0	0	0.00
If prescribed Lithium or Depakote, did inmate receive lab testing?											0	0	0	0.00
Psychiatrist initialed review of lab results within 48 hours of receipt?											0	0	0	0.00
											0	0	0	0.00
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Total Score											0	0	0	0.00

DRAFT

Chart Review Title: Residential Unit										Threshold: _____ %							
Chart Review Period:										Institution:							
Date Source of Charts: Prior <u>90</u> days										Date:							
Log Sample Size Total Number: _____ Number Randomly Selected: Targeted Number Selected: Updated as of										Office of Health Services 				Reviewer/s:			
	Chart Identification Number										TOTALS						
Measures: Y = Yes, N = No, N/A = Not Applicable											# Yes	# No	# N/A	% Met			
Are inmates referred to the unit in accordance with AR?											0	0	0	0.00			
Are nursing assessments completed on all inmates within 24 hours of admission?											0	0	0	0.00			
Is treatment planning a multidisciplinary process?											0	0	0	0.00			
Are groups are conducted on a weekly basis?											0	0	0	0.00			
Is programming provided 8AM to 5PM during the week and 8 hours on Sat & Sun?											0	0	0	0.00			
Does the group schedule include the mental health workshops?											0	0	0	0.00			
Is there a level system?											0	0	0	0.00			
Is outdoor recreation available daily?											0	0	0	0.00			
Is discharge a multidisciplinary decision?											0	0	0	0.00			
Are recommendations for follow-up documented at discharge?											0	0	0	0.00			
Does MHP contact receiving facility prior to discharge for continuity of care?											0	0	0	0.00			
											0	0	0	0.00			
											0	0	0	0.00			
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											0	0	0	0.00			
Total Score											0	0	0	0.00			

DRAFT


Chart Review Title: RTU Medical Record		Threshold: _____ %
Chart Review Period:		Institution:
Date Source of Charts: Prior <u>90</u> days		Date:
Log Sample Size Total Number: _____	Office of Health Services	Reviewer/s:
Number Randomly Selected:		
Targeted Number Selected:		
Updated as of		

	Chart Identification Number	TOTALS			
Measures: Y = Yes, N = No, N/A = Not Applicable		# Yes	# No	# N/A	% Met
Is the reason for admission clearly documented?		0	0	0	0.00
Was transfer form completed as required?		0	0	0	0.00
Are there recommendations from the SU (if discharged from there)?		0	0	0	0.00
Was nursing assessment completed within 24 hours?		0	0	0	0.00
Was a treatment plan created within 48 hours of admission?		0	0	0	0.00
Does the treatment plan include multidisciplinary input?		0	0	0	0.00
Does treatment plan include short and long term goals?		0	0	0	0.00
Is treatment plan signed by the MHP?		0	0	0	0.00
Is treatment plan signed by the nurse?		0	0	0	0.00
Is treatment plan signed by the psychiatrist/NP?		0	0	0	0.00
Is treatment plan signed by the inmate?		0	0	0	0.00
Treatment plan reviewed at least monthly?		0	0	0	0.00
Is there evidence of regular follow up with a psychiatrist/NP?		0	0	0	0.00
Is there documentation of group contacts multiple times per week?		0	0	0	0.00
Was medication noncompliance addressed?		0	0	0	0.00
Is there documentation inmate was provided informed consent for medications?		0	0	0	0.00
New medications administered within 48 hours of order?		0	0	0	0.00
AIMS completed every 6 months for inmates on antipsychotics?		0	0	0	0.00
Total Score		0	0	0	0.00

DRAFT

Chart Review Title: RTU Medical Record														Threshold: _____ %			
Chart Review Period:														Institution:			
Date Source of Charts: Prior _90_ days														Date:			
Log Sample Size Total Number: _____						Office of Health Services								Reviewer/s:			
Number Randomly Selected:																	
Targeted Number Selected:																	
Updated as of																	
	Chart Identification Number										TOTALS						
Measures: Y = Yes, N = No, N/A = Not Applicable											# Yes	# No	# N/A	% Met			
Weight monitoring conducted as appropriate for atypicals?											0	0	0	0.00			
If prescribed Lithium or Depakote, did inmate receive lab testing periodically?											0	0	0	0.00			
Psychiatrist initialed and dated review of lab results within 48 hours of receipt?											0	0	0	0.00			
											0	0	0	0.00			
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Total Score											0	0	0	0.00			

DRAFT

Chart Review Title: Outpatient Services											Threshold: _____ %			
Chart Review Period:											Institution:			
Date Source of Charts: Prior <u>90</u> days											Date:			
Log Sample Size Total Number: _____											Reviewer/s:			
Number Randomly Selected:														
Targeted Number Selected:														
Updated as of														
Office of Health Services														
Measures: Y = Yes, N = No, N/A = Not Applicable	Chart Identification Number										TOTALS			
											# Yes	# No	# N/A	% Met
Medical record of new inmate reviewed by On-Site Administrator for mental health issues?											0	0	0	0.00
Review documented on MH Form?											0	0	0	0.00
Mental health requests are triaged?											0	0	0	0.00
There is a log to monitor responses to menal health requests and referrals?											0	0	0	0.00
Is log filled out completely?											0	0	0	0.00
Do referrals/requests receive timely follow-up? (within 5 days)											0	0	0	0.00
Do MH staff have input into disciplinary process?											0	0	0	0.00
Segregation rounds are completed on weekly basis?											0	0	0	0.00
Segregation rounds are documented?											0	0	0	0.00
Groups are conducted on a weekly basis?											0	0	0	0.00
Is medication compliance tracked?											0	0	0	0.00
Services are provided to inmates being victims of sexual assault?											0	0	0	0.00
Have restraints been used in last 6 months?											0	0	0	0.00
Does supervising psychologist provide direct care services?											0	0	0	0.00
Is there a scheduled multidisciplinary team meeting?											0	0	0	0.00
Do inmates receive a 30-day supply of medication at time of release?											0	0	0	0.00
Are concerns about dental care or nutrition communicated to other departments?											0	0	0	0.00
Does the MH-M nurse transcribe order onto MAR and complete the MAR?											0	0	0	0.00
Total Score											0	0	0	0.00


DRAFT

Chart Review Title:	Outpatient Services									Threshold: _____ %			
Chart Review Period:										Institution:			
Date Source of Charts:	Prior 90 days									Date:			
Log Sample Size Total Number: _____	Office of Health Services									Reviewer/s:			
Number Randomly Selected:													
Targeted Number Selected:													
Updated as of													
	Chart Identification Number									TOTALS			
Measures: Y = Yes, N = No, N/A = Not Applicable										# Yes	# No	# N/A	% Met
Is the MAR pre-printed each month with add-ons also being printed onto labels and applied?										0	0	0	0.00
MH services are provided to mental health inmates in long-term care in the infirmary?										0	0	0	0.00
Does staff have access to programming and office supplies?										0	0	0	0.00
Does staff have adequate reference books?										0	0	0	0.00
Are mental health grievances addressed in a timely manner?										0	0	0	0.00
Inmate assigned a Treatment Coordinator?										0	0	0	0.00
Treatment Plan created by multidisciplinary team?										0	0	0	0.00
Treatment Plan reviewed every six months or sooner, if significant change noted?										0	0	0	0.00
Progress notes reflect Treatment Plan?										0	0	0	0.00
Progress notes in SOAP format?										0	0	0	0.00
Current MH Code dated and signed on Problem List?										0	0	0	0.00
Total Score										0	0	0	0.00

DRAFT

Chart Review Title: Out-pt Medical Record										Threshold: _____ %			
Chart Review Period:										Institution:			
Date Source of Charts: Prior <u>90</u> days										Date:			
Log Sample Size Total Number: _____										Reviewer/s:			
Number Randomly Selected:													
Targeted Number Selected:													
Updated as of													
Office of Health Services													
	Chart Identification Number									TOTALS			
Measures:										# Yes	# No	# N/A	% Met
Y = Yes, N = No, N/A = Not Applicable													
Was inmate seen by psychiatrist/nurse practitioner at least every 90 days?										0	0	0	0.00
Do psychiatric progress notes refer to target symptoms and treatment plan?										0	0	0	0.00
Was inmate seen by treatment coordinator at least every 30 days?										0	0	0	0.00
Do treatment coordinator progress notes refer to treatment plan?										0	0	0	0.00
Was medication non-compliance addressed?										0	0	0	0.00
Is there a treatment plan?										0	0	0	0.00
Is the treatment plan objective?										0	0	0	0.00
Was treatment plan created by multidisciplinary team?										0	0	0	0.00
Has treatment plan been reviewed in last 6 months?										0	0	0	0.00
Was treatment plan reviewed by multidisciplinary team?										0	0	0	0.00
Did Psychiatrist/NP signed treatment plan?										0	0	0	0.00
Did Treatment Coordinator sign treatment plan?										0	0	0	0.00
Did Nurse sign treatment plan?										0	0	0	0.00
Did inmate sign treatment plan?										0	0	0	0.00
Documented inmate provided informed consent for medications?										0	0	0	0.00
Medication administered within 48 hours of new order?										0	0	0	0.00
If prescribed atypical, conducting weight monitoring?										0	0	0	0.00
If prescribed antipsychotic, AIMS testing at least every 6 months?										0	0	0	0.00
Total Score										0	0	0	0.00

DRAFT

Chart Review Title: Out-pt Medical Record										Threshold: _____ %				
Chart Review Period:										Institution:				
Date Source of Charts: Prior _90_ days										Date:				
Log Sample Size Total Number: _____										Reviewer/s:				
Number Randomly Selected:														
Targeted Number Selected:														
Updated as of														
														
	Office of Health Services													
	Chart Identification Number										TOTALS			
Measures: Y = Yes, N = No, N/A = Not Applicable											# Yes	# No	# N/A	% Met
If prescribed Lithium or Depakote, did inmate receive lab testing periodically?											0	0	0	0.00
Psychiatrist initialed review of lab results within 48 hours of receipt?											0	0	0	0.00
MH Transfer/Screening Form completed within 12 hours for new transfers.											0	0	0	0.00
											0	0	0	0.00
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Total Score											0	0	0	0.00

DRAFT


Chart Review Title:	Suicide Watch		Threshold:	_____ %	
Chart Review Period:			Institution:		
Date Source of Charts:	Prior _90_ days		Date:		
Log Sample Size Total Number:	_____		Office of Health Services	Reviewer/s:	
Number Randomly Selected:					
Targeted Number Selected:					
Updated as of					

	Chart Identification Number										TOTALS			
Measures: Y = Yes, N = No, N/A = Not Applicable											# Yes	# No	# N/A	% Met
Was psychiatrist involved in placing inmate on watch?											0	0	0	0.00
Does documentation support need for suicide watch?											0	0	0	0.00
Daily follow-up documented by mental health staff when inmate on suicide watch?											0	0	0	0.00
Inmate released from suicide watch based on psychiatric order?											0	0	0	0.00
If suicide watch more than 72 hours, documented consideration for transfer to SU?											0	0	0	0.00
Was a treatment plan developed to address current crisis?											0	0	0	0.00
Was treatment plan reviewed each day?											0	0	0	0.00
Was treatment plan reviewed in response to suicide watch?											0	0	0	0.00
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											0	0	0	0.00
Total Score											0	0	0	0.00

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Chart Review Title: Regional Office											Threshold: _____ %																																																																																																																																																																																																																																																																																																																														
Chart Review Period:											Institution:																																																																																																																																																																																																																																																																																																																														
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<table border="1"> <thead> <tr> <th colspan="11">Chart Identification Number</th> <th colspan="4">TOTALS</th> </tr> <tr> <th>Measures: Y = Yes, N = No, N/A = Not Applicable</th> <th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th><th></th> <th># Yes</th><th># No</th><th># N/A</th><th>% Met</th> </tr> </thead> <tbody> <tr> <td>Monthly reporting of mental health services?</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td>0</td><td>0</td><td>0</td><td>0.00</td> </tr> <tr> <td>Each facility has a nurse assigned infection control responsibilities?</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td>0</td><td>0</td><td>0</td><td>0.00</td> </tr> <tr> <td>Documented ongoing new employee orientation program?</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td>0</td><td>0</td><td>0</td><td>0.00</td> </tr> <tr> <td>Full-time staff attend 16 hours orientation with ADOC within first 60 days of employment?</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td>0</td><td>0</td><td>0</td><td>0.00</td> </tr> <tr> <td>Part-time staff attend 8 hours orientation with ADOC within first 60 days of employment?</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td>0</td><td>0</td><td>0</td><td>0.00</td> </tr> <tr> <td>Full-time staff complete 16 hours annual training by ADOC?</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td>0</td><td>0</td><td>0</td><td>0.00</td> </tr> <tr> <td>MH staff receive on-site facility orientation?</td> <td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td><td></td> <td>0</td><td>0</td><td>0</td><td>0.00</td> </tr> <tr> <td>Response to sexual assault reporting and intervention under PREA?</td> 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PREA?											0	0	0	0.00	MH screening training?											0	0	0	0.00	Documented participation in disaster planning?											0	0	0	0.00	Documented staff meetings/site visits by Regional Office?											0	0	0	0.00	Participation in P&T meetings?											0	0	0	0.00	Participation in Morbidity & Mortality reviews?											0	0	0	0.00	Evidence of CQI program?											0	0	0	0.00	Quarterly reporting of CQI activities to ADOC?											0	0	0	0.00												0	0	0	0.00												0	0	0	0.00												0	0	0	0.00	Total Score											0	0	0	0.00
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